

**THE SCHOOL BOARD OF POLK COUNTY, FLORIDA and the  
POLK EDUCATION ASSOCIATION, INC.**

**TEACHER  
COLLECTIVE  
BARGAINING  
AGREEMENT**

**2016-2019**

**Board Approved September 18, 2018  
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# 2016-2019 TEACHER COLLECTIVE BARGAINING AGREEMENT

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## **PREAMBLE**

THIS CONTRACT, made and entered into by and between **THE SCHOOL BOARD OF POLK COUNTY, FLORIDA**, hereinafter referred to as the "BOARD," and **POLK EDUCATION ASSOCIATION, INC.** (an affiliate of the Florida Education Association, the National Education Association, and the American Federation of Teachers), as representative of the teaching personnel employed by the School Board of Polk County, Florida and included in the bargaining unit certified by the Public Employees Relations Commission, hereinafter referred to as the "ASSOCIATION,"

### **WITNESSETH:**

**WHEREAS**, the Board and the Association recognize and declare that providing a quality education for the children of the Polk County Public School System is their mutual aim, and that such quality education should, in most cases, include teachers and Association involvement in formulating policies and programs, and

**WHEREAS**, the Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the School District to the full extent authorized by law, including disciplinary action, subject to the provisions of this agreement in dealing with instructional personnel, and

**WHEREAS**, the Board and the Association have agreed to negotiate in good faith with respect to the determination of all terms and conditions of employment, and now, having reached agreement on same, desire to execute this contract covering such agreement, and

**WHEREAS**, the parties, following extensive and deliberate negotiations, have reached certain understandings which they desire to confirm in this agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE I - EMPLOYEES REPRESENTED**

The Board recognizes the Association as the exclusive bargaining representative for the following unit of employees whether under contract, on leave, employed or to be employed by the District, all as included in the certification instrument Case No. 8H-RA-754-1092, issued by the Florida Public Employees Relations Commission on the 27th day of June, 1975: Amended 22nd day of August, 1983.

### **Classroom teachers including:**

Band Directors	Primary Resource Teachers
Certified Tutorial	Psychologists
Compensatory	ROTC Instructors
Consultants (certified	Social Workers, including
Rank III or above)	Visiting Teacher/Social
Deans	Workers, 94/142 Social Worker, County-wide Social Worker
Earn & Learn	PSOC Social Worker
Guidance Counselors, including	Speakers of Non-Standard
Occupational Specialists,	English Program
Elementary, Secondary	Specialists (Certified Rank III
Counselors, and Reading Teachers	or above)
Health Educators	Student Activities Teachers
Homebound	Visiting Teachers
Librarians, including	Vocal Directors
Central Process Librarian, all	Vocational Education Teachers
media persons (certified	Work Experience
Rank III or above)	Registered Nurse Specialist/
Migrant Early Childhood	Trainers of Prevention and
	Resource Specialists/Trainers
	Of Health Services
	Rehabilitation Nurses

### **Special Education teachers including:**

Autistic	Socially Maladjusted
Deaf Education	Specific Learning Disabilities
Diagnostic Classroom Teacher	Speech/Language Diagnosticians
Educable Mentally Handicapped	Speech Therapist/Clinicians
Emotionally Disturbed	Staffing Specialist
Gifted Specialist	Trainable Mentally Handicapped
Physical Education - Exceptional	Visually Handicapped
Physically Handicapped	

Such representation shall exclude Superintendent, Assistant Superintendents, Director of Employee Relations, Principals, Assistant Principals, County Coordinators, Vocational Technical Center Directors, Vocational Technical Center Assistant Directors, Vocational Technical Center Coordinators of Evening Programs, County Supervisors, County Directors, Deputy Superintendents, Area Assistant Superintendents, Administrative Assistants. Any new managerial positions created shall also be excluded.

The term "teacher" when used hereinafter in the agreement shall refer to all professional employees represented by the Association in the bargaining unit. Any new instructional non-managerial or non-supervisory positions created by the Board shall be considered as part of the bargaining unit.

Step Up Academy Charter School employees shall be employees of the School Board of Polk County which has granted the charter and shall be included under the collective bargaining agreement between the Board and the PEA, and as understood by the parties shall be covered by the Public Employee Relations Act.

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**2.1 Annual Negotiations:** Negotiations will be conducted each year according to the ground rules as mutually agreed upon prior to negotiations. Ground Rules (see Appendix F) used at the previous year's sessions will serve as the basis for discussing any changes before adopting ground rules for the current negotiating sessions. Such ground rules mutually agreed upon shall assist in the orderly process for negotiations.

**2.2 Beginning Date:** Both parties agree that negotiations for a new contract shall commence no later than 30 (thirty) days after ratification of the current collective bargaining agreement in a good faith effort to reach a contract. The Association agrees to give the Board notice of intent to negotiate a contract a minimum of sixty (60) days prior to the expiration of the contract in force at the time and also notify Public Employees Relations Commission in writing of this intent.

**2.3 Power and Authority of Representatives:** The parties mutually pledge that their representatives shall be vested with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

**2.4 Mediation/Special Master Costs:** Any cost incurred through mediation or special master will be shared equally by the Board and the Association. The expense of consultants shall be borne by the party requesting them.

**2.5 Regular Meetings during Term of Contract:** The Board and Association negotiating teams will meet together each month during the regular school year on a regularly set day and time for the purpose of reviewing the administration of this agreement and to resolve problems that arise there from. These meetings are not intended to bypass the grievance procedure. Further, each party shall submit to the other prior to the meeting an agenda covering what they wish to discuss. The Board and Association negotiating teams will meet to bargain over any affected section of the Contract if the amendments to §1012, *Florida Statutes*, which were enacted in 2011 by the passage of Senate Bill 736, are subsequently overturned or modified by a Court of competent jurisdiction or the Florida Legislature.

**2.6 Amending This Contract:** Any matter not specifically covered by this contract but of concern for one or both of the parties may be brought up for negotiations during the contract period if both parties agree that its consideration is necessary and desirable. When such a

meeting results in a mutually acceptable amendment to this agreement, the amendment shall be subject to ratification by the Board and the Association, the same as is the agreement.

**2.7** The District and PEA will establish a Task Force to review the positions of Network Manager covered by both the Paraeducator and Teacher CBAs. The purpose of the Task Force is to review the practical requirements of these two positions and make recommendations to the District's and PEA's Bargaining Teams regarding the necessary training and skills needed to successfully meet the District's established purpose for these positions. The Task Force may consider a multi-tiered system where documented training such as Microsoft certifications are a factor in determining pay. The Task Force shall also consider equity of compensation, skills, training, and workload. It is anticipated that the Task Force shall begin meeting in June, 2015.

## **ARTICLE III - SCHOOL CALENDAR**

**3.1** The Board agrees that the Association may name at least four (4) members to the Superintendent's Calendar Committee for the duration of this agreement.

**3.2** The Board agrees to provide the teachers with six (6) paid holidays per school year for the duration of this agreement.

**3.3** Non-student contact days for teachers shall be designated as six (6) Work Days and (4) Staff Development Days. Work Days shall be available for teachers to use as Teacher Self-Directed Planning (Article 6.3) except that the principal may schedule and hold a Faculty Meeting (Article 6.5) of not more than 90 minutes during the day. Staff Development Days may be used as described in Article 6.5 Faculty Meetings.

**3.4** The Board shall include at least seven (7) Student Early Dismissal Days distributed throughout the school year. The days shall be designated as four (4) Teacher Self-Directed Planning Days and three (3) Staff Development Days. Students shall be dismissed 150 minutes early to provide teachers 150 minutes of self-directed planning time on four (4) of these days in addition to the planning time described in Sections 6.3 through 6.3-5 of the contract. The additional 150 minutes of preparation time for the remaining three (3) of these Student Early Dismissal Days may be designated for staff development. All remaining time shall be used by the employee for self-directed planning activities.

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**Definitions:**

**Continuing Contract (CC):** a contract issued to a teacher prior to July 1, 1984 allowing the teacher to continue in that position or a similar position on the salary schedule authorized by the School Board without the necessity for annual reappointment until such time the position is discontinued, the person resigns, his/her contract status is changed, or the teacher is terminated in accordance with Florida Statutes.

**Professional Service Contract (PSC):** a contract issued to a teacher prior to July 1, 2011 that renews each year until such time as the person resigns, his/her contract status is changed, or the teacher is terminated in accordance with Florida Statutes.

**Annual Contract (AC):** a contract issued to a non-Probationary teacher for one year which may be renewed annually in accordance with the provisions of this collective bargaining agreement and state statutes.

**Probationary Contract (PC):** a contract issued to a teacher during the initial year of employment in Polk County Public Schools where the teacher may be dismissed without cause or may resign without breach of contract. An employee may only be issued one Probationary Contract unless the employee was rehired after a break in service for which an authorized leave of absence was not granted. A Probationary Contract shall initially be awarded regardless of previous employment in another school district or state.

**Just Cause:** fair and reasonable basis for disciplinary action up to and including termination, as defined in applicable Florida Statutes specific to the contract under which the employee is employed.

**Moral Turpitude:** gross violation of standards of moral conduct, vileness. An act involving moral turpitude is considered intentionally evil, making the act a crime.

**4.1 Right to Organize:** Teachers shall have the right to self-organization for mutual protection, to form, join or assist the organization or refrain from such activity, and to bargain collectively through representatives of their own choosing.

**4.2 Non Denial of Rights:** The Board agrees that nothing contained herein shall be construed to deny to any teacher all rights as guaranteed by the laws and Constitution of the State of Florida and the United States.

**4.2-1 County-wide Election Days:** To encourage all employees to participate in local, state, and national elections, the Board agrees that no events should be scheduled outside the regular employee duty day on all County-wide Election Days.

**4.3 Non Discrimination:** The provisions of this agreement shall be applied without regard to race, creed, color, religion, national origin, age, gender, or marital status.

**4.3-1** Teachers shall not be subject to discriminatory treatment.

**4.3-2** Teachers shall not be subject to retaliation as a result of exercising any rights under this agreement.

**4.4 Just Cause:** No teacher will be disciplined, reprimanded, suspended, terminated or otherwise deprived of fringe benefits or contractual rights during the term of his/her contract without just cause. No teacher shall be demoted from Continuing Contract/Professional Service Contract to Annual Contract nor be deprived of his/her contractual salary for the remainder of the contract year without just cause. No teacher will be relieved from a supplemental position during the term of that supplemental contract without just cause. Refer to 14.5-1 for discipline concerning supplemental positions. Any teacher terminated during the term of his/her contract shall be entitled to a fair hearing based on due process.

**4.4-1** Progressive discipline shall be followed, except in cases where the course of conduct or the severity of the offense justifies otherwise. Unusual circumstances may justify suspension with pay. Progressive discipline shall be administered in the following steps:

- (1) verbal warning in a conference with the teacher. (A written confirmation of a verbal warning is not a written reprimand);
- (2) dated written reprimand following a conference;
- (3) suspension without pay for up to five days by the Superintendent and
- (4) termination.

“Letters of Concern” are not a form of discipline.

**4.4-2** This section shall not apply during a probationary period when the employee may be terminated without cause, or the employee may resign without breach of contract in accordance with Florida Statutes.

**4.4-3** A teacher shall have the right to have present a member representative of the Association and/or the Association staff during any disciplinary or investigatory conference with said teacher conducted by the principal or other designated County school official regarding the teacher's infraction of rules or delinquency in the performance of his/her professional duties. Teachers shall be notified twenty-four (24) hours in advance of such conferences when possible. When the teacher requests such representation, no disciplinary action shall be taken until representation is present. If a teacher is called upon to assist in an investigation of a principal/immediate supervisor, which was initiated by

administration, that teacher shall have the right to Association representation including staff.

**4.5 Reports in Personnel File:** Personnel files shall be maintained in accordance with §1012.31, *Florida Statutes*. Each teacher shall receive a copy of all evaluative, reprimanding, disciplinary, complimentary, and derogatory reports to be placed in his/her personnel files at the school/department or District office. These reports shall be delivered in person, and the teacher shall sign to acknowledge receipt of them. Each teacher shall have the right to answer in writing to all evaluative, reprimanding, disciplinary, complimentary and derogatory reports. These answers shall be delivered in person and the immediate supervisor shall sign to acknowledge receipt of them. The responses then will be placed in the teacher's personnel file. The teacher and/or the Association, upon written authorization from the teacher, may review and reproduce the contents, at his/her expense, or any of same. The review shall be made in the presence of the administrator or his/her designee, responsible for the safekeeping of such file. The teacher may challenge, through the established grievance procedure, the maintenance of any document therein. At the written request of a teacher, any report in a teacher's personnel file (school/department or District office) excluding assessments or observations, that may be considered or construed by the teacher and/or Association to be reprimanding, disciplinary or derogatory will be placed in an envelope and labeled "not relevant for disciplinary purposes" and returned to the personnel file. This would be done only after three consecutive years of no serious reprimands or problems on record.

**4.5-1** Any record of disciplinary action or derogatory report which has been in the file longer than three years, or any reference in the file to an incident that occurred more than three years ago, may not be used as evidence or testimony against a teacher. Cases of disciplinary action which was the result of moral turpitude or a pattern of allegations of child endangerment that results in disciplinary action by the District or professional practice services are exempted from the three year moratorium.

**4.5-2** In the event of a current, on-going criminal investigation, a public criminal history may be obtained and used in determining possible disciplinary action.

**4.5-3** Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment. No such materials may be placed in a personnel file unless they have been reduced to writing within 45 days, exclusive of the summer vacation period, of the school system administration becoming aware of the facts reflected in the materials. Additional information related to such written materials previously placed in the file may be appended to such materials to clarify or amplify them as needed. A copy of such materials to be added to an employee's personnel file shall be provided to the employee. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents. No anonymous letter or anonymous materials shall be placed in the personnel file. An employee has the right to answer in writing any such materials and the answer shall be attached to the file copy.

**4.5-4** Except for items that are by law exempt, all material placed in the teacher's personnel file shall be available to the teacher at his/her request for inspection.

**4.5-5** There shall be a single point of contact in the Human Resource Services Division for an employee or the Association to review the personnel file as defined in Florida Statutes. Furthermore, it is agreed that the school/worksit shall send those materials noted in 4.5-3 to the Human Resource Services Division for placement in said personnel file.

**4.5-6** When statements are made against a teacher no written copies or related materials will be placed in the teacher's individual file nor any disciplinary action taken against a teacher until the teacher is made aware of the person who is making the accusation, the matter is discussed with the teacher, and the teacher has received a copy. If the principal/administrator finds that the statements or accusations are false, no record shall be maintained. Before disciplinary action is taken, the teacher shall be made aware of the person who is making the accusation and that teacher, at the discretion of the principal, shall be given opportunity to confront the accuser.

**4.5-7** A memorandum will be distributed annually from the Human Resource Services Division to all administrators reviewing the expectations for personnel records set forth in Article 4.5.

**4.6 District Curriculum and Textbook Committees:** Recommendations of curriculum and textbooks for the District shall be made by committees appointed by the Superintendent or his/her designee. Teachers in the appropriate grade level or subject area shall comprise at least 50% of each committee. Secondary Textbook Committees should include a Reading Specialist. Said Committees shall recommend up to three (3) books/series for each grade/subject appropriate to meet the varying instructional ability levels. The selections shall be recommended to the Superintendent for presentation to the Board for adoption.

**4.6-1** Teachers shall be encouraged to give suggestions and shall be included in the procedure to determine textbook budget allocation and curriculum within each school.

**4.7 Professional Dress:** In as much as teachers are role models for students, each teacher shall maintain a neat, professional appearance appropriate for his/her specific teaching assignment.

**4.8 Classroom Decorum:** The Board and the Association agree that proper classroom decorum is essential to the learning process.

**4.8-1** Feedback shall not be given to teachers by District staff in the presence of students or peers, and instruction shall not be interrupted except for the safety of a student or other person.

**4.8-2** When officials from other educational agencies are conducting campus visits, any feedback that needs to be made to teachers as a result of these visits, should not be made in the presence of students or peers, however all feedback should be made in the presence of the school administration.

**4.9 Teacher Responsibilities:** It shall be the duty of the Superintendent and his designees to see to it that the teachers are informed of all teacher responsibilities. It shall be the duty

of the teacher to comply with such requirements. Among the duties and responsibilities for which teachers will be accountable to perform are as follows:

1. Teach efficiently and faithfully in the classroom or place of duty.
2. Use prescribed instructional materials and methods of instruction.
3. Punctual and accurate record keeping.
4. Fulfill the terms of any teaching contract unless released from the contract by the Board.
5. Conform to Board rules and regulations.

**4.10 Use of Personal Property:** Teachers shall not be required to provide/use personal property while carrying out their professional duties. A teacher shall have the right to appeal to the Board for payment for loss relating to personal property damaged beyond use or stolen (such personal property having been listed with the principal and not covered entirely by the teacher's insurance) while the teacher is acting in the performance of his/her teaching duties. Prior to appealing to the Board the request will be discussed with and investigated by the Superintendent or designee.

**4.11 Faculty Funds:** Personnel contributing to faculty funds shall yearly select a committee to manage the fund. An annual financial statement(s) of distribution of receipts from faculty funds and those vending machines used primarily by faculty members will be kept on file and made available to appropriate faculty members.

**4.12 Teacher Orientation:** The District Employee Handbook, the school faculty handbook which contains all local school policies and regulations, and any handbooks specific to assigned job tasks shall be updated annually, shall not be in conflict with the contract, and shall be provided to each teacher prior to the start of classes. Said handbooks shall provide written direction to access school board information on the web.

**4.13 Polk County School Board Policies:** Employees shall be notified of any changes in School Board Policies and all current policies shall be posted on the District's website. An updated version of Polk County School Board Policies shall be available in the media center of each school.

**4.14 Forms Management Committee:** A county-wide standing committee shall be established to review paper and electronic forms that originate from any office within the school system to be completed by other divisions, other departments, principals, teachers, students or parents. The Association shall name 50 percent of the committee members.

**4.14-1** The goal of this committee shall be to recommend the reduction of as much paperwork as possible.

**4.14-2** Teachers shall not be required to fill out forms, checklists, or data gathering and other documents that do not have an official School Board number on them. §1008.31(3)(c), *Florida Statutes*, requires each district school board to reduce paperwork and data collection and reporting requirements.

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**5.1 Right to Self-Organization:** Employees shall have the right to self-organization for mutual protection, to form, join or assist the Association or to refrain from such activity, to bargain collectively through representatives of their own choosing.

**5.1-1** The rights granted to the Association in this agreement shall be granted to the Association exclusively as the sole and exclusive bargaining agent and shall not be granted to any other employee organization seeking to represent employees in the bargaining unit except through the procedure as provided by law.

**5.1-2** The Board agrees to grant leave to the president of the Association during his/her term of office.

**5.2 Payroll Deductions:** Upon appropriate written authorization from the employee, and as long as the Association is the recognized bargaining agent, the Board shall deduct Association membership dues from the employee's salary. Such authorization may be revoked by the employee with a thirty (30) day written notice to the Association and the Board. The Association agrees to provide the Board with a list of additions and deletions. The Board agrees to promptly disburse such dues collected at the end of each pay period.

**5.2-1** Upon appropriate written authorization from the employee, the Board shall deduct for annuities, credit union, United Way, insurance or other plans or programs jointly approved by the Association and Board. The Board agrees to promptly disburse said sums.

**5.3 Association Use of Board Facilities:** The Association may use school buildings for special meetings with no rental charge. The Association must make arrangements with the principal/director with notification to the Board, show proof of liability insurance, and pay for custodial services.

**5.3-1** The Board agrees to provide the Association a box at the District office mailroom for the collection of informational materials from the Superintendent and his staff as well as Board members and from worksites. Materials may also be distributed to the same through the mailroom. Further, it is agreed that the Association will be provided the use of the Board e-mail. Strict adherence to the Board's e-mail policy shall be followed. E-mail privileges may be rescinded with timely notice at the Superintendent's discretion. Copies of e-mails to 'all schools' distribution list will be exchanged between PEA and the Board.

**5.4 Information Provided to Association:** The Board, through the Director of Employee Relations shall provide, upon lawful request from the Association, information concerning school finance and budgeting and any additional information concerning the terms and articles of this contract. The Board agrees to make available to any employee or to the Association information available that is designated by statute as public information.

**5.4-1** The Board agrees to furnish to the Association upon requests, agendas, minutes and all supporting documents of Board meetings.

**5.4-2** The Superintendent agrees to furnish to the Association all District memos sent to employees and memos concerning employee's conditions of work and/or employment.

**5.4-3** The Superintendent, when requested, shall provide the Association the following applicable information about employees employed subsequent to October 15, name, worksite, subject area or grade level, certification, ethnic group, salary step, or public record wage information, and home address.

**5.4-4** The Superintendent shall provide the Association with all reports stating racial, ethnic, and gender ratios of all staff members and student population in the District.

**5.4-5** The Superintendent shall annually provide the Association data regarding teachers receiving an overall evaluation of *Needs Improvement/Developing* or *Unsatisfactory* and data regarding the outcome of all appeals within two weeks of the completion of the annual evaluation process.

**5.5 Monthly Meeting with Superintendent:** The Superintendent or designee and the President of the Association or designee will meet on a regularly scheduled monthly basis to discuss the implementation or maintenance of this contract and/or matters of concern to either party. An agenda of general concerns to be discussed may be exchanged three days prior to the scheduled meeting to enable the parties to prepare for discussion.

**5.6 Association Visits to Worksites:** Association staff representatives will make prior arrangements with the principal/director or designee when planning to visit a school or worksite. The Association will provide the Director of Employee Relations the names, in writing, of staff representatives who are authorized by the Association to participate in such visits. Immediately upon arrival at the school or worksite, the representative shall report to the administrative offices and check-in following school visitation procedures. Such visitation shall in no way disrupt or interfere with the educational procedures, programs, or work processes. If access to an employee is denied, upon request reasons for denial will be given in writing to the employee and the Association.

**5.7 Provision of Contracts to Association and Employees:** The Board agrees to electronically provide the collective bargaining agreement for all employees and will electronically provide subsequent changes. The collective bargaining agreement will be posted on the PCSB website within 45 days of the Board's ratification. The Board will provide printed copies of the contract for employees upon request. Contract will be released for printing no more than twenty (20) days after School Board approves the agreement. Copies will be given to all new employees hired during the term of this contract. Copies and changes will be provided to the Association, at cost, to meet its needs.

**5.8 Representation on District Committees:** Committees assigned related to educational pedagogy shall include a minimum of two teachers appointed by the PEA President.

**5.9 Communication:** The Association Representative has the right of communication with the administration and with members at each worksite, as long as it does not interfere with instructional time.

**5.9-1** The Association building representative(s) shall be given the opportunity to meet and address issues and concerns of staff with the principal at a mutually agreeable time.

**5.9-2** The Association shall have the right to use a bulletin board in each school. The decision as to which bulletin board to use will be made jointly by the principal/director

and the building representative. The bulletin board shall be used for the purpose of posting materials related to the Association.

**5.9-3** The Association may use employee mailboxes to distribute information to employees in the unit at the worksite.

**5.9-4** The Association building representative shall be given an opportunity at the conclusion of each faculty meeting (before it is dismissed) to present brief reports and announcements.

**5.9-5** Brief Association announcements may be made over the building communications system before or after the normal class schedule. The principal/director will receive prior notification.

**5.10 Use of Building:** With prior notice to the principal/director, Association members of that school may hold meetings in their school building before or after regular duty hours or after the student contact day. Assigned duties take priority over such meetings.

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**6.2-11 Travel Time for Meetings at Other Locations**

**6.2-12 Flexible Schedule for Meetings**

#### **6.3 Planning Time**

**6.3-1 Planning Schedule for Shortened Weeks**

**6.3-2 Elementary Teachers**

**6.3-3 Middle School Teachers**

**6.3-4 High School Teachers**

**6.3-5 Traviss/Ridge Technical College Teachers**

**6.3-6 Leaving Campus during Planning Time**

**6.3-7 Early Dismissal Schedule for Students**

#### **6.4 Non-instructional Duty**

#### **6.4-1 Student Supervision Before and After Regular Contact Time**

#### **6.5 Faculty Meetings**

#### **6.6 Safe and Healthy Working Environment**

##### **6.6-1 Safety Equipment**

##### **6.6-2 Heating and Air Conditioning**

##### **6.6-3 Parking Areas**

##### **6.6-4 Custodial Service**

#### **6.7 School Based Committees**

##### **6.7-1 Curriculum Committee**

##### **6.7-2 Safety, Maintenance and Non-Instructional Duties Committee**

##### **6.7-3 Student Concerns Committee**

##### **6.7-4 Committee Meeting Schedule**

#### **6.8 Home School Sports Events**

#### **Definitions:**

- ***Planning time*** – Teacher self-directed time during the teacher workday set aside for teachers to plan to meet the educational needs of their assigned students.
- ***Collaborative Planning*** – Time spent with other faculty focused on designing effective instructional plans by grade level or subject area in collaboration to improve student learning, share best practices, develop assessments for learning, and other practices designed to meet the educational needs of their assigned students.
- ***Professional Learning Community (PLC)*** – An extended learning opportunity to foster collaborative learning among colleagues within a particular work environment or subject area designed to meet the educational needs of the school's students.
- ***Instructional time*** – Time spent conducting activities that meet lesson plan, curriculum, AIP's or IEP's is instructional time.
- ***Non-instructional duty*** – Time spent supervising students in which no curriculum, lesson plan, AIP or IEP goals are met.
- ***Student Contact time*** – Time during which a teacher has direct responsibility for students; may include both instructional and non-instructional time.
- ***Special Programs*** – Self-contained instructional classrooms for Exceptional Student Education and teachers assigned to any alternative education program or worksite.

**6.1 Teacher Responsibility:** The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that support personnel and volunteers shall be used to assist with and reduce teachers' non-instructional responsibilities. The Board and the Association agree that, in order to encourage the efficient use of time and to conserve paper, paperwork required of teachers should be kept to a minimum.

**6.1-1** As a part of teachers' professional responsibilities, they are expected to attend such after school activities as: parent-teacher meetings, open house, and graduation. The parties recognize that teachers have obligations outside their professional responsibilities

and agree that schedules for such activities shall be provided no later than the last day of teacher pre-planning of each school year and that flex time be provided to those participating teachers by mutual agreement of the principal and teachers.

**6.1-2** With the exception of the last grading period, grades will be due at noon the second working day following the end of the grading period. For the last grading period, middle and high school grades will be due at 8:00 a.m. on the first workday following the last student contact day. For elementary schools, grades will be due on the 172<sup>nd</sup> student day. The exact due dates and time for grades will be published within the school calendar.

**6.1-3** If a teacher is required to utilize a specific software program in the execution of their job, that program must be available to them in their classroom. If software is unavailable appropriate hand written forms may be used.

**6.1-4** Substitute teachers shall be employed, when available, for all absent teachers. Employees shall be able to report an illness with one contact 24 hours per day whether through a phone call or through a computer to an automatic substitute placement system. In the instance of an employee who has been the subject of disciplinary action for absenteeism, a call to a school's administration can be required. This contact shall satisfy any requirements for scheduling a substitute, if required. When a substitute is not available, the unfilled job number from the substitute placement system must be provided to impacted staff upon request. Substitute teachers shall be expected to perform all of the teacher duties normally performed by the regular teacher as determined by the building principal. Except in emergencies, classroom teachers will leave adequate written teaching plans for the substitute teachers so that the normal classroom activities may be carried out. A teacher may be requested, but not required, to substitute during his/her planning time for another teacher.

**6.2 Teacher Workday:** The workday for all teachers shall be no more than 7 $\frac{3}{4}$  hours. On non-student days teachers shall have a one (1) hour lunch break. On student days a teacher shall be scheduled for a maximum of 360 minutes per day of student contact, a duty free lunch period equivalent to that of the students, and at least 45 minutes of uninterrupted planning time. Remaining minutes of student contact time may be utilized for non-instructional duties and may be accumulated within the week to facilitate this required coverage within the teacher's duty day. The staff shall be involved in designing the non-instructional duty schedule.

**6.2-1** If the implementation of arrangements (e.g. reassignment of paraeducators, changing of duty schedules, changing of teaching schedules of specialty teachers, etc.) for a duty free lunch equivalent to that of the students is not acceptable to a majority of the school faculty as determined by secret ballot vote, then this provision shall not apply. The determining secret ballot vote must occur at an announced time and place where ballots will be distributed, collected and counted publicly by the principal and teachers to include PEA representation, and, which allows for all teachers to attend. The vote must take place annually during the week of pre-planning.

**6.2-2** Teachers assigned to Traviss and Ridge Technical Colleges shall work a seven (7) hour day consisting of three hundred thirty (330) minutes per day of instructional contact time and three hundred (300) minutes per week of planning time. Those employees

who are under a teacher contract but do not have 330 student contact minutes per day shall work the regular 7  $\frac{3}{4}$  hour day.

**6.2-3** Teachers at the Area Technical Colleges in special programs (such as: State Licensure Programs, Less Than 5 Days, etc.) shall work no more than a 35-hour week with no more than 1950 minutes of student contact time per week and no less than 150 minutes of planning time per week. In certain situations teachers in these programs may not have a duty free lunch.

**6.2-4** Arrangements for classroom visits made during the prescribed teaching day shall be made by the teacher with the approval of the principal/immediate supervisor. Visits to a teacher's classroom by persons not connected with the Polk county school system shall be conducted only with the teacher's prior approval. Such access to public school classrooms shall not be unreasonably denied. Evaluative visits by School District Office personnel shall be made with a two (2) work day notification to the teacher and principal/immediate supervisor, except in case of emergency. Teacher approval is not required for visits by the Education Practices Commission or for special open house visitation planned by the faculty and administration.

**6.2-5** Communication systems shall not be used for assessment purposes, nor shall they be used for monitoring classroom activities without the teacher's permission. School wide use of public address systems shall be kept to a minimum during student contact times. Morning and afternoon announcements shall be at predetermined times.

**6.2-6** When school is not in session, a teacher may be given access to his/her classroom by arranging such access through the principal.

**6.2-7** The principal or immediate supervisor shall have authority to grant a teacher's request for variation from the regular school day schedule when circumstances necessitate such a procedure. When granted, such variation shall not result in loss of pay or accumulated leave days to the teacher.

**6.2-8** Teacher Resource Specialist Trainers (TRST) hired before July 1, 2005 who work a 10 or 11 month contract, for 7.75 hours daily with a 30 minute lunch inclusive, will not receive the TRST supplement (Appendix C) and will be designated as a TRST I. No TRST hired after July 1, 2005 will be eligible for the Level I designation. TRST I may elect to reclassify to the appropriate TRST II or TRST III position by notifying their supervisor in writing.

**6.2-9** Teacher Resource Specialist Trainers (TRST) hired after July 1, 2005 or those hired before July 1, 2005 who elect to be reclassified, will be designated as either a Level II TRST, working 10 or 11 month contract, for 8.5 hours daily with a 30 minute lunch inclusive and receiving the TRST supplement (Appendix C), or, will be designated as a Level III TRST, working a 12 month contract, for 9 hours daily with a 1 hour lunch inclusive and receiving the TRST supplement (Appendix C) and vacation days as outlined in School Board Policy.

**6.2-10** Section 1011.62, *Florida Statutes*, requires that each school district having one or more of the state-designated lowest-performing elementary schools based on the state reading assessment have teachers or reading specialists, effective in teaching reading, provide an additional hour of intensive reading instruction each day of the school year at these schools. In order to comply with this mandate, teachers will work an eight (8) hour day with the additional time paid at their daily rate of pay. In the event that a teacher does not wish to work the eight (8) hour day, the principal shall have the authority to grant the request thus allowing the teacher to continue the traditional  $7\frac{3}{4}$  hour day, as long as the additional hour of intensive reading instruction requirement can be met. All contractual rights including the amount of planning time as guaranteed in Article 6.3-1 will be honored.

**6.2-11** A reasonable amount of travel time of at least thirty (30) minutes shall be allowed each way during the regular duty day if teachers are required to attend partial day meetings at locations other than their regularly assigned schools. For full day meetings, a reasonable amount of travel time of at least thirty (30) minutes shall be allowed each way.

**6.2-12** When scheduled by the District administration, teachers may have their start and end time adjusted by up to ninety (90) minutes when given at least a two (2) week notice for attending a partial or full day inservice/meeting.

**6.3 Planning Time:** All teachers are to be guaranteed an uninterrupted block of at least 45 minutes of planning daily. Planning time shall be used primarily for lesson/program planning, parent conferences, student conferences, and conferring with other faculty members. The principal may have up to two (2) of these 45-minute blocks per week designated for Collaborative Planning, Professional Learning Community (PLC), or Faculty Meetings (one (1) per month). One day shall be used for collaborative planning by grade level or subject area. The second day shall be used for a PLC focused on meeting the educational needs of students or a faculty meeting (up to one (1) meeting per month). Collaborative Planning shall occur weekly except on a rare occasion when the principal may hold two (2) PLCs in one week and the following week shall have no PLC or Faculty Meeting. The remaining three (3) blocks shall be used by the teacher solely for self-directed planning time. Recognizing that curriculum changes are inevitable throughout all areas of instruction, team/common planning may occur and is encouraged in order to meet the needs of the students. Teachers are responsible for the proper utilization of the self-directed portion of planning time.

**6.3-1** During weeks when there is a full Staff Development Day, Student Early Dismissal staff development day, or a shortened week, teachers will still have three (3) days of self-directed planning that week.

**6.3-2 Elementary** school teachers shall have an uninterrupted, continuous block of time of no fewer than forty-five (45) minutes per day of scheduled duty free planning time during the student contact time. Should a continuous forty-five (45) minute block be unfeasible, the principal will schedule a continuous thirty (30) minute block during the student day and an additional fifteen (15) minute continuous block of time during the duty day for planning. Elementary teachers shall stay with their students when the students are participating in regularly scheduled special classes only when there is no certified instructor available.

**6.3-3 Middle** school teachers shall have an uninterrupted, continuous block of forty-five (45) minutes per day of scheduled duty free planning time during the student contact time. Middle school schedules should include time for teacher planning time for such concepts as team planning, back to back planning periods, parent conferences, student conferences, etc. In middle schools that elect to participate in a seven (7) or eight (8) period day, the normal teaching load will be six (6) out of seven (7) or seven (7) out of eight (8) periods. (Advisor/advisee instruction will count as a teaching period.) Teachers, excluding those teachers assigned to Special Programs, may be asked, but shall not be involuntarily assigned a teaching schedule requiring more than three (3) preparations. To indicate acceptance of a schedule with more than three (3) preparations, the teacher must be presented with the schedule in writing and indicate acceptance by attaching their signature.

**6.3-4 High school** teachers shall have an uninterrupted, continuous block of forty-five (45) minutes per day of duty free planning time during the student contact time. A normal teaching load will be six (6) out of seven (7) periods. Instructional time will be arranged according to the school's approved schedule and in accordance with Southern Association of Colleges and Schools (SACS) guidelines. Teachers, excluding those teachers assigned to Special Programs, may be asked, but shall not be involuntarily assigned a teaching schedule requiring more than three (3) preparations. To indicate acceptance of a schedule with more than three (3) preparations, the teacher must be presented with the schedule in writing and indicate acceptance by attaching their signature.

**6.3-5** Regular program and academic teachers at Traviss and Ridge Technical Colleges shall have three hundred (300) minutes per week of planning time. Special program and Alternative Education teachers who have no more than 1,950 minutes of student contact time per week shall have no less than 150 minutes of planning time per week.

**6.3-6** Teachers are required to make arrangements with the principal or immediate supervisor prior to leaving school grounds during this planning time. Arrangements shall not be unreasonably difficult so as to deny teachers the ability to leave.

**6.3-7** The Board shall structure a schedule for students that dismisses all students 150 minutes early to provide teachers 150 minutes of planning time in addition to the planning time described in Sections 6.3 through 6.3-5. There shall be at least seven (7) of these Student Early Dismissal Days distributed throughout the school year as mutually agreed upon. The days shall be designated as four (4) Teacher Self-Directed Planning Days and three (3) Staff Development Days. The additional 150 minutes of preparation time for up to three (3) of these Student Early Dismissal days may be designated for staff development. All remaining time shall be used by the employee for self-directed planning activities.

**6.4 Non-instructional Duty:** Representatives of the school staff shall be involved in developing the non-instructional duty schedule. All teachers shall be notified and volunteers solicited to participate. All volunteers shall be allowed to participate. There shall be, insofar as possible, a fair and equitable distribution of non-instructional duties and responsibilities among all teachers and staff consistent with the law and School Board

policies. No teacher will be required to work more than their contracted time. If a problem with planning or distribution of non-instructional duties and responsibilities becomes apparent that cannot be resolved by the staff, it shall be referred to the Safety, Maintenance and Non-Instructional Duties Committee.

**6.4-1** Except for regularly assigned duty, teachers shall not be responsible for students before or after regularly scheduled student contact hours.

**6.5 Faculty Meetings:** The principal shall specify a day for regular faculty meetings. Except in extenuating circumstances, the faculty meeting should be limited to the designated day. If a change is needed, teachers shall be given two (2) days' notice except in cases of emergency. Such meetings shall have an agenda, and shall be as brief and well planned as practical. A copy of minutes shall be kept and maintained in a designated, accessible place. Faculty meetings shall be conducted during the teacher duty day except in extenuating circumstances. Sales representatives will not be allowed access to the faculty prior to or during the faculty meeting.

**6.6 Safe and Healthy Working Environment:** The Superintendent shall be responsible for determining unsafe and hazardous conditions under which teachers shall not be required to work. In the event of a bomb threat or fire, teachers shall evacuate the building with their students and shall not be required to return to the building until the building has been determined safe to use according to the provisions of the School Board adopted Polk County Public Schools Disaster and Emergency Preparedness Plan. A copy of this and the school's safety plan will be included in the school's Teacher Handbook and will be reviewed annually, before the start of classes, by the faculty and staff.

The Superintendent shall be responsible for determining that teachers are working in safe and non-health threatening environments. To that end the Board shall:

**6.6-1** The Board shall provide and require the use of necessary safety equipment to comply with the State Board of Education regulations concerning teachers assigned subject areas where the teacher is subjected to inordinate safety or health hazards. Provide each middle school and high school science teacher a copy of the most recent edition of the Polk County Schools Laboratory Safety Standards and Hygiene Plan.

**6.6-2** Maintain heating and air conditioning equipment, where available, to provide a comfortable and healthy environment when school is in session except in emergency situations.

**6.6-3** Provide parking areas and walkways, which are hazard free and appropriately lighted for nighttime activities. Where unsafe conditions exist the teacher(s) affected shall notify the school's Safety, Maintenance, and Non-Instructional Duties Committee so that corrective action may be taken.

**6.6-4** Provide custodial service to maintain classrooms and other learning areas in a clean and healthy condition. This determination shall be the responsibility of the principal or immediate supervisor. Bug spraying should be conducted after school hours. Teachers shall be informed at least two days in advance of such activity. (Bug spraying, painting, major maintenance projects, etc.). This provision shall not apply to emergency situations.

**6.7 School Based Committees:** In order to provide an efficient school operation and climate of collaboration certain school-based committees shall be established to include, but not limited to the following list of committees.

### **6.7-1 Curriculum Committee**

**Duties:** **1)** Evaluate curriculum to insure compliance with appropriate Florida Sunshine State Standards for that school level. **2)** Evaluate proposed changes to the curriculum to insure the continued compliance with the State Standards and to meet specific learning needs (see Article 4.6-1). **3)** Participate in the determination of textbook budget allocation (see Article 4.6-1). Textbook purchase for ESE students will be provided through categorical textbook funding at each school. **4)** Where applicable, annually reviews the School's Curriculum guide and makes appropriate updates. **5)** Hear appeals (as indicated in 6.3) related to the assignment of more than three (3) preparations. **6)** Work with the principal in determining the need for and the nature of any school based in-service programs, and make recommendations to the Administration regarding curriculum, school improvement and training. **7)** The grade/department/team will meet to make recommendations to the principal in determining grade/department/team chairpersons. Make recommendations on the expenditure of funds allocated for materials and supplies. **NOTE:** ESE materials money will be designated at each school as part of the school budget. ESE teachers at each school should have input as to the expenditure of these funds. Teachers from other departments or grade levels may appeal to the ESE department for a portion of those funds to be used for materials provided to ESE students in regular classrooms. Recommendations are submitted to the principal/director for approval.

### **6.7-2 Safety, Maintenance and Non-Instructional Duties Committee**

**A. Duties:** **1)** Develop and recommend a school safety plan; **2)** Review and support the Polk County Public Schools disaster and Emergency Preparedness Plan. **3)** Annually survey the school facility, staff and faculty to identify maintenance needs. Provide regular input on the maintenance of buildings, grounds, parking areas and heating and air conditioning systems. Make recommendations to the principal. **4)** Survey non-instructional duty needs and make recommendations appropriate within the organizational framework and without adversely affecting the educational process and student control.

**B. Membership:** Consideration should be given to the inclusion of: the designated Health contact, the designated safety contact, a member of the food service and custodial staff, a representative from the science department if a middle or high school and a guidance counselor as appropriate.

### **6.7-3 Student Concerns Committee**

**Duties:** Discuss and make recommendations to the principal regarding new student orientation, student discipline, student attendance, and student recognitions. The orientation program for new/transfer students will be completed prior to entering the classroom. Instructional time shall not be interrupted for clerical duties except in cases where expediency is a necessity. New/transfer students will be admitted to the classroom with the least amount of disruption.

Committees will be appointed by the principal/supervisor and will include the following:

**Elementary School** – One teacher from each grade level, ESE and Specialty classes, principal or designee. (One committee member must be a PEA member.)

**Middle School** – One teacher per team, ESE and Specialty classes, principal or designee. (One committee member must be a PEA member.)

**High School** – One teacher per department (Academic Core, Electives, ESE, Specialty classes, vocational), principal or designee. (One committee member must be a PEA member.)

**6.7-4** Committees shall meet a minimum of four (4) times per year. Minutes shall be taken and made available to all staff members. All committee meeting agendas shall support the District's Strategic Plan and each respective School's Improvement Plan (SIP). Other parties may be invited to participate in meetings as needed.

**6.8** Teachers may attend regular season sports events free of charge at their home schools. This provision does not apply to State sanctioned sports playoffs and tournaments.

## **ARTICLE VII – CURRICULUM AND INSTRUCTION**

**7.1** The Board and the Association recognize the importance of adequate teaching reference materials and adequate and appropriate instructional materials and equipment in maintaining a high level of professional performance in the educational process.

**7.1-1** The materials and services of a teacher reference library shall be available to all teachers in each school and/or in the District.

**7.1-2** The Board shall make every reasonable effort to maintain appropriate instructional materials (printed and AV), necessary equipment and supplies and suitable testing materials in all District schools. Every reasonable effort will be made to have basic educational supplies and materials available for the opening of school.

**7.1-3** Designated duplicating and/or copying facilities shall be available for direct use by instructional personnel. Mechanical failure shall not constitute violation of this provision. At no time shall students be allowed to handle test materials submitted for duplication.

**7.1-4** The Board shall provide a program of school library media services for all public school students in the District. Such libraries will provide reference materials and facilities to supplement and complement the required curriculum as long as the students are in attendance. However, the services of the media specialist shall be curtailed no more than five (5) days prior to the end of the student school year.

**7.1-5** Regularly scheduled classes, such as music, art, computer labs, physical education and guidance will be provided as long as students are in attendance, unless exceptional circumstances are approved by the Superintendent.

**7.1-6** The Board recognizes that some material and equipment may be damaged, broken or lost in the normal course of education. Employees may be charged the current depreciated value of the material or equipment only if gross negligence, meaning reckless disregard, can be proven. Employees will not be charged for wear and tear caused by normal use.

**7.2** Intra-school and inter-school visitation and observation are recognized as techniques for improving teacher effectiveness. A teacher must have the approval of his/her principal or immediate supervisor in order to participate.

**7.3** The Association shall have appropriate representation on the elementary, middle and high school Curriculum Committees (See Article V, Section 5.8).

**7.3-1** When committees are established by the Superintendent to make recommendations regarding curriculum, the names of the committee members, shall be published in the Administrative Bulletin upon appointment.

## **ARTICLE VIII - STAFFING PLAN**

**8.1** The Board and the Association agree that optimum class size is an important aspect of the effective educational program. The Polk County School Staffing Plan shall be constructed each year according to the procedures set forth in Board Policy and, upon adoption, shall become Board Policy.

**8.1-1** The Board agrees that the Association may appoint four members to the Superintendent's School Staffing Committee to include at least one representative from elementary, middle, & high school.

## **ARTICLE IX - PARAEDUCATORS**

**9.1** The Board shall determine the need for paraeducators to be employed each year after a recommendation by the Superintendent. The Superintendent will allocate such paraeducators to each area in accordance with the Staffing Plan as adopted by the Board.

**9.2** Schedules of paraeducators assigned to teachers shall be worked out jointly by the teacher and principal, with the final decision made by the principal.

**9.3** A teacher who has a regularly assigned paraeducator shall direct the activities of the paraeducator within the written guidelines as described by the job description. That teacher shall be provided a copy of the duties of their assigned paraeducator as stated in the Paraeducator Collective Bargaining Agreement. Any dispute between a paraeducator and a teacher shall be resolved by the principal or assistant principal after listening to both sides.

**9.4** To avoid disruption to the learning environment, paraeducators shall not be pulled from regular duties except at the discretion of the principal. Teachers shall be notified as to the reason for the disruption to their classroom and lesson plan.

**9.5** Paraeducators regularly assigned to teachers may be reassigned to temporary duties in accordance with their collective bargaining agreement.

**9.6** The paraeducator collective bargaining agreement supersedes all other collective bargaining agreement language relating to paraeducators.

## **ARTICLE X – TEACHER AUTHORITY AND PROTECTION**

**10.1** The teacher shall observe all rules to maintain student discipline and shall have the right to take whatever action he/she feels necessary to maintain student discipline within the bounds of the Board policies, state statutes, and local school policies. The Board shall give support and/or assistance to any teacher acting in line of duty with respect to maintenance of control of discipline in the classroom or any other school activity.

**10.2** Whenever it appears to the classroom teacher that a student and/or students require the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, notification shall be submitted in writing to the administration. The administration shall respond in writing as to the disposition of the action taken.

**10.2-1** A system will be developed and implemented so that whenever a teacher notifies the office of a classroom emergency, such as a student fight, severe illness, or major student insubordination, a school official with authority is available at all times to attend to the classroom emergency as soon as possible. Within one month of Board approval, this system shall be included as part of each school's Emergency Plan.

**10.3** A teacher may use such force as necessary in protection from attack or to prevent injury to students and/or school personnel.

**10.4** The Board and the Association agree that proper classroom decorum is essential to the learning process. Teachers, in the performance of their duties, shall not be expected to tolerate harassment, abusive language, upbraiding, insults or interference by a parent or any other person.

**10.4-1** When an offense, persistent misbehavior, or the disruptive effect of misbehavior makes the continued presence of a student(s) in the classroom intolerable, the student(s) may be referred by the teacher to the principal or his/her designee for appropriate disciplinary action. In such case, an account of the problem or incident will be submitted in writing by the teacher to the principal or his/her designee. The principal or his/her designee shall respond to the referral, in writing, as to the disposition of the case.

**10.4-2** In cases when the disruptive effect of the student's behavior is so extreme as to preclude the instructional process, the teacher shall indicate on the referral the need to remove the child temporarily from the classroom until such time as the student, teacher and principal or other appropriate authority resolves the situation.

**10.4-3** A teacher has the authority to remove a student from the classroom pursuant to §1003.32, *Florida Statutes*.

**10.5** Individual records shall be maintained on student discipline in a separate file and shall be made available by the principal or his/her designee, to any teacher who has responsibility for that student and who requests such information.

**10.6** Any case of assault or threat upon a teacher in the proper performance of his/her duties shall be promptly reported to the principal or immediate supervisor. Appropriate administrative action shall be taken in accordance with the Code of Conduct, Polk County School Board Policy, and Florida Statutes. In such case, the Superintendent or his designee shall secure appropriate legal assistance for the teacher. Teachers who may be involved in such cases shall not lose regular salary for any time lost from their duties when their presence is required before a judicial body. In case of disability, the Board agrees to continue his/her contractual salary until workmen's compensation begins. The Board agrees to follow the provisions of the §1012.63, *Florida Statutes*, in regard to illness in line of duty leave.

**10.7** In the event of any complaint or suit filed against a teacher as a result of any action taken by the teacher while acting within the scope of his/her employment, the Board shall provide legal assistance.

**10.8** The Board shall issue to each school a copy of its policies concerning student records and to each teacher a copy of the School Discipline Code of Conduct no later than the first week that teachers report for duty.

**10.9** The teacher shall determine grades of students using the guidelines of Board policy. Teachers shall maintain documentation for each student's grades at all times. Changes in student's grades may be made by the principal to correct the grades only when the need for such change can be justified as a result of an error in computation, transposing and/or recording of grades, or incomplete documentation. Teachers shall be notified of such changes.

## **ARTICLE XI - ACADEMIC FREEDOM**

**11.1** Teachers shall have all reasonable freedom within the limitations imposed by law, the State Board of Education Regulations, and the School Board policies and regulations, in the implementation of the curriculum that is approved by the District and based on course descriptions adopted by the State Board of Education. Teachers must follow the prescribed courses of study. If approved curriculum does not exist for a specific course, then teachers may develop curriculum that follows appropriate standards. Teachers shall employ best practices of instruction pursuant to §1012.53, *Florida Statutes*. Teachers may select useful and relevant materials to supplement District supplied materials to meet appropriate standards. However, it is the right and obligation of the principal or supervisor to reasonably question, consult with the teacher about same, and direct, whenever necessary, within limitations imposed by law, State Board of Education Regulations, and School Board policies and regulations.

**11.2** Teachers shall be entitled to freedom of discussion without censorship within the classroom on all matters, which are relevant to the subject matter and level of the students and within their area of professional competence and assignment.

**11.3** Teachers shall notify the administration when they intend to inject or have had injected into units subject matter which might reasonably be anticipated to be controversial, unless subject matter is required to be taught as per Florida Statutes, state adopted standards and/or course descriptions.

## **ARTICLE XII - POLITICAL ACTIVITY**

**12.1** All teachers shall have freedom of political action to work for the party and candidates of their choice during off-duty hours, provided such action is within the laws of the United States of America and the state of Florida.

**12.2** Political domination or coercion shall not be used to exact money or other things of value or required participation in political activity against the wishes of teachers under the threat that failure to do so shall affect their status as employees of the school system.

## **ARTICLE XIII - GENERAL EMPLOYMENT PRACTICES**

**13.1** As the Board is a fair and equal opportunity employer, marital status, race, creed, religion, sex, age, national origin or number of years teaching experience shall not be made a condition of employment. The Board and the Superintendent shall continue to implement and review their Affirmative Action Program designed to prohibit discriminatory practices,

provide encouragement for applications from minority groups and women, and maintain the principle of employing a competent staff member to fill each vacancy. The Association will be advised of any proposed changes in the Affirmative Action Program and through the personnel office may make suggestions for improving the plan.

**13.2** The Board may require a physical and/or psychiatric examination by a physician and/or psychiatrist licensed in Florida when, in its judgment, such an examination is relevant to teaching performance or employment status. The selection of the physician and/or psychiatrist shall be made by the teacher involved from a current list of three practicing physicians and/or psychiatrists named by the Board and the Board shall pay all costs incurred in the examination. Physical examination forms shall be available from the personnel office.

**13.3** Teachers shall self-report within 48 hours to the Director of Employee Relations/Designee any arrest/charges involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, teachers shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within 48 hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of Florida Statutes.

**13.4** Any teacher employed to fill a temporary vacancy (more than fifty (50) days) must hold at least a Bachelor's degree from a recognized institution and be working toward providing documentation to satisfy subject matter competency. Such teachers shall be placed at the appropriate step of the regular teachers' salary schedule, shall receive written notice of the requirements to be met to continue District employment, and shall be considered a part of the bargaining unit.

**13.5** Assignments for summer school or evening adult school shall be made with preference given to fully qualified teachers. If all applicants are fully qualified in the subject area then the choice will be based on the following: seniority, educational qualifications, efficiency, and capacity to meet the educational needs of the program. When assigning teachers to the Exceptional Student Education Summer Extended School Year (ESY) program, priority will be given to those teachers who served these students during the preceding school year. Summer school teachers shall be employed for no fewer than three (3) hours daily.

**13.6** Any teacher willfully absent from duty without leave shall forfeit compensation for the time of such absence and be subject to discharge and forfeiture of tenure and other rights and privileges as provided by law. When an employee fails to obtain prior approval for absence from work or fails to notify his/her immediate supervisor of his/her need to be absent and is absent for three consecutive workdays, the employee shall be considered to have abandoned his/her position and resigned as an employee of the Board. Special consideration will be given in case of emergencies.

**13.7** If a teacher fails to return to duty at the termination of a leave, his/her employment shall be subject to review and possible cancellation by the Superintendent or the Board.

**13.8** Any teacher hired to take the place of a teacher on leave of absence shall be informed in writing, in person, by the principal that he/she has been hired only for the time until the teacher on leave returns. Said hired teacher shall sign the letter as a receipt.

**13.9** When leave extends beyond a period of 18 months and a teacher returns, the teacher is required to attend New Employee Orientation and the Teacher Induction Program Seminar if they were on an Annual Contract with the District when leave was requested. Teachers with Professional Service Contracts or Continuing Contracts at the time leave was requested will be required to attend New Employee Orientation upon their return to the District.

**13.10** The Board will not contract or subcontract any teaching work for the purpose of laying off employees in the bargaining unit.

## **ARTICLE XIV – PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

(In 2011, the Florida Legislature passed statutory changes eliminating the granting of new Professional Service Contracts and prohibiting the School Board from following the requirements outlined in Sections 14.1, 14.1-1, 14.1-2, and 14.1-3 of the contract below. These provisions are therefore placed in abeyance until all legal challenges have been resolved. All other Sections beginning with 14.2 remain in full force and effect.)

**14.1** *Any teacher who meets the following requirements on or before September 1 of the fiscal year shall be issued a professional service contract:*

**14.1-1** *Holds a regular or professional certificate as defined by State Board Regulations and as prescribed by §1012.33, Florida Statutes. If all course work and all other requirements for a regular or professional certificate have been completed and an application for the certificate is filed with the Department of Education postmarked not later than midnight, September 1, and such regular or professional certificate is subsequently issued with an effective date of July 1 of that school fiscal year, the applicant shall be deemed to hold such certificate as of September 1 of the school fiscal year in which the certificate becomes effective.*

**14.1-2** *Has rendered three (3) years of probationary service during a period of five successive years in the district. One (1) year shall be in the Professional Educator Competency Program where required as prescribed by §1012.56, Florida Statutes. The teacher must have been recommended by the Superintendent for such contract and reappointed by the school board based on successful performance of duties and demonstration of professional competence. Teachers not so recommended shall be given reasons in writing, if they so request. The Superintendent may recommend and the School Board may issue a professional service contract to a teacher after one full year of service in the district if a teacher had previously held a continuing contract or professional service contract in the state of Florida or within this district. Any employee who holds a continuing contract may, but is not required to, exchange such continuing contract for a professional service contract in the same district. An employee who has continuing contract status prior to July 1, 1984, shall be entitled to retain such contract and all rights arising therefore in accordance with existing laws, rules of the State Board of Education, or any laws repealed by this act, unless the employee voluntarily relinquishes his continuing contract.*

**14.1-3** *Has successfully completed three (3) years out of five (5) successive years in Polk County in which said personnel has been transferred and/or displaced due to loss of unit and would have been recommended for rehiring if a position were available. Said teacher shall be recommended by the hiring principal for professional service contract.*

**14.2** A Professional Service Contract shall be renewed each year unless the Superintendent, after receiving the recommendations required by s.1012.34, charges the employee with unsatisfactory performance as determined under the provisions of s.1012.34.

**14.3** An employee who meets the following criteria will be continued from year to year:

1. Does not have a Florida Department of Education (FDOE) teaching certificate;
2. Designated as “teacher” pursuant to Article I of the Teacher Collective Bargaining Agreement. For the purposes of this provision, the term “teacher” may include, but not be limited to Network Manager, Nurse, Occupational Therapist, Physical Therapist and instructors in specific subject areas who are considered to be “experts in field,” such as dance, or any other person who by virtue of his or her position of employment is not required to be certified by the FDOE or the District pursuant to §1012.39, *Florida Statutes*;
3. Has completed one (1) year of continuous satisfactory employment and are reappointed.

**14.3-1** The status of these employees shall continue from year to year unless the District terminates the employee for reasons stated in this Agreement, or reduces the number of employees on a District-wide basis for financial reasons, or until a break in service occurs as a result of resignation, retirement, dismissal, or job abandonment, subject to all of the provisions of the Teacher Collective Bargaining Agreement.

**14.4** The Board shall hire for full-time positions only teachers eligible to receive a certificate based on a Bachelor's degree or higher; or for non-degreed vocational teachers, a certificate based on the equivalent of a Bachelor's degree or higher.

**14.5** Summer school, evening adult school and supplemental pay assignments shall be voluntary.

**14.5-1** Open supplemental positions as shown in Appendix C must be advertised for five (5) working days.

Teachers interested in a supplemental position at their school/worksit will notify their principal/director of their interest on the intent to return letter for consideration of future vacancies.

Vacancies for supplemental positions must be advertised within the school where the vacancy occurs to all employees for five (5) working days.

If at the end of the five (5) day school/worksit posting, the position is not filled it will be advertised externally on the District's web page ([polkschoolsfl.com](http://polkschoolsfl.com)) for employees and non-school employees.

All persons who receive supplemental pay will be evaluated yearly concerning their duties in that position. Such evaluation will in no way impact or become a part of the District employee's regular duty evaluation.

Discipline of District employees related to supplemental positions will follow standard progressive discipline procedures.

Dismissal from an annual supplemental position during the school year or if a sport, during that sport season will be for just cause.

Removal of a District employee from a supplemental position could result in disciplinary action on the employee's regular employment with the District.

**14.5-2** Recognizing that the welfare and needs of students have always been the priority in optimizing supplemental programs (Appendix C), principals or program directors shall determine assignments considering seniority (defined as experience in the supplemental area or related experience), efficiency, and capacity to meet the needs of the program for all qualified applicants.

**14.6** Extra period assignments are instructional assignments. The Board and Association agree that classroom assignments for extra periods must be made with the welfare and needs of the students as priorities. Realizing that principals are responsible for delegating assignments, these assignments shall be made with preference given to fully qualified teachers. If there are more applicants than positions available, the principal shall determine assignments based on seniority, efficiency, and capacity to meet the needs of the program (this includes the needs of the students.)

(As a note of explanation: A 1996 arbitration decision found that seniority carries a greater weight than *efficiency* or *capacity*, all things being equal.)

**14.7** Where the student population reflects the need for bilingual teachers, the Superintendent shall attempt to find and recommend, and the Board shall employ such teachers who are bilingual and trained to assist students in English and the primary language spoken by the student provided the teacher is fully qualified for the position.

**14.8** All teachers shall be given written notice of their tentative teaching assignment for the first semester of the following year at least two weeks prior to the end of the school year. The tentative assignment should be stated based on the school's proposed master schedule for the upcoming school year identifying the course(s) and grade level. A teacher may not be assigned into an out-of-field assignment unless the teacher voluntarily signs an agreement for the same. A principal may change the tentative teaching assignment. If there is a change in the tentative teaching assignment, the teacher shall be notified as soon as possible. Teachers shall be given written notice of a change in assignment for the second semester no later than the last student contact day of the first semester, except in cases of emergency.

**14.9** In order to maintain employment, instructional staff required to hold teacher certification issued by the Florida Bureau of Educator Certification or the District as a term of employment will be required to be certified, qualified and highly qualified to teach core content courses or certified and qualified to teach non-core content courses. Whenever the term "fully qualified" is used in this collective bargaining agreement, it describes the state of being certified, qualified, and/or highly qualified based upon the courses and students the teacher is assigned to teach in the master schedule.

**14.9-1** Teachers new to the system who are assigned to teach core content courses will be given ninety (90) days from their date of hire or until April 1<sup>st</sup> to document fully qualified status as prescribed by the District Conditional Offer of Employment in order to be considered for reappointment, and failure to provide the necessary documentation shall be grounds for termination.

**14.9-2** Teachers not new to the system may not be assigned to courses which will cause the teacher not to be fully qualified unless the teacher volunteers for the assignment and the principal has pre-approval from the Director of Recruitment and Educator Quality. The duration of such assignments will be limited to one year. In order for the teacher to

continue in the assignment beyond the year, he/she must pass the appropriate Subject Area Examination and add the subject area to his/her certificate. Teachers who are assigned according to the aforementioned provision must pass at least one Subject Area Examination and add the area to their certificate each year until all state and federal required areas are added. The teacher will have until April 1<sup>st</sup> of each year to satisfy this requirement in order to be considered for reappointment for the following school year in that position. The District will provide reimbursement for test registration fees upon successfully passing and for the addition to the educator's teaching certificate (Title II funds).

**14.9-3** In special and unusual circumstances, the Associate Superintendent for Human Resource Services may grant extensions to these deadlines.

**14.9-4** Any teacher who accepts an assignment for which he/she is not fully qualified must sign a written notice-acknowledgement (Agreement to Earn) that outlines all requirements to remain in that assignment and the notice-acknowledgement (Agreement to Earn) shall include the possible consequences of the teacher's failure to timely meet those requirements.

**14.9-5** A teacher, voluntarily assigned for one (1) year or less into an authorized out-of-field assignment will be required to earn six (6) semester hours or 120 in-service points toward certification in the out-of-field assignment during the twelve months following the date of initial assignment. Failure to do so would make the teacher ineligible to be placed in an out-of-field assignment in the future.

**14.9-6** Teachers who volunteer to teach in an authorized out-of-field assignment must remain qualified as prescribed by the written notice-acknowledgement (Agreement to Earn) and/or English for Speakers of Other Languages (ESOL) Plan of Study. In special and unusual circumstances, the Associate Superintendent for Human Resource Services may grant extensions to these deadlines. Failure to provide the necessary compliance documentation in a timely manner may result in the teacher's displacement. Probationary or Annual Contract teachers who fail to provide the necessary compliance documentation in a timely manner may have their employment contract non-renewed following the provisions of Florida Statutes or, could be recommended for termination for failure to comply with the terms of their specific requirements.

**14.9-7** Teachers who are currently employed by the School Board and who obtain additional certification(s) will be given first consideration for placement prior to the hiring of new employees.

**14.9-8** A Probationary Contract teacher who volunteers to teach an authorized out-of-field assignment will not be placed on the displaced list nor will his/her Probationary Contract be renewed if he/she fails to provide the necessary documentation to demonstrate compliance with his/her notice-acknowledgement (Agreement to Earn) and/or ESOL Plan of Study.

**14.9-9** The ESOL Plan of Study may be frozen and/or adjusted for a teacher in the event of a break in service, or a change in assignment which places the teacher in a category for which the certification/training requirement is less stringent. It is the teacher's

responsibility to notify the ESOL office of a qualifying event in order for the action to be initiated.

**14.10** A copy of all local school and District policies and regulations shall be given to each teacher new to Polk County Public Schools.

**14.10-1** The Professional Education Competence (PEC) Program shall be maintained as adopted by the School Board according to §1012.56, *Florida Statutes*.

**14.10-2** A teacher participating in the Professional Education Competence Program shall be a member of the bargaining unit with the same rights as any other first year teacher, and shall receive full pay, according to the District's adopted salary schedule.

**14.10-3** Evaluation/assessment for the beginning teacher shall be completed and records maintained in the District personnel file. The Professional Education Competence (PEC) Completion form, PEC Accomplished Practices Checklist, and Polk County Schools PEC Documentation Support Team Checklist/Timeline shall be maintained in the employee's District personnel file. The portfolio and its components are maintained by the school. The mentoring log is maintained with the school's Professional Development documentation. Upon completion of the program, the beginning teacher shall be given a copy of the PEC Annual Completion Form.

**14.11** In the Professional Education Competence Program, service as a mentor shall be voluntary, except when documented as a part of the Academic **Coaches'** responsibility.

**14.11-1** The mentoring teachers' qualifications and responsibilities are to be clearly enumerated. Mentoring teachers shall be expected to provide on-going support to assigned mentees over the course of the year and assist with specific requests by a mentee. Limited examples of on-going support may include assisting with identifying and following school and District policies, obtaining necessary material and equipment to complete assignments, and assisting with tracking various timelines to successfully meet required deadlines. Limited examples of specific requests may include identifying resources to assist with curriculum planning or self-diagnosed needs, or being available on contracted days to answer questions. Additionally, said mentoring teachers shall not be responsible for evaluation/assessment of any teacher.

**14.11-2** Mentoring teachers must document completion of enumerated duties and professional development qualifications prior to receiving payment. The supplemental amount is listed in Appendix C.

**14.11-3** Mentoring teachers may mentor up to six (6) new teachers each school year. Mentor teachers will receive a supplement for each new teacher they are assigned to mentor.

**14.11-4** All first year Probationary Contract teachers in the PEC Program will be assigned a mentor. Additional mentoring teachers may be assigned by the administration to teachers deemed to be in need of assistance. Teachers on a Professional Development Plan (PDP) will be assigned a mentor as part of their professional team.

**14.11-5** All teachers receiving mentoring services shall be anonymously surveyed annually. Such survey shall be for the purpose of measuring the effectiveness of the mentoring program. No information will be gathered that would identify either the mentee or the mentor.

**14.12 Teacher Recertification** – In order to assist teachers with state recertification requirements, the District offers many professional development opportunities that are free of charge. It is the responsibility of the teacher to register and attend an adequate number of trainings in a timely manner to have sufficient inservice points for recertification.

**14.12-1** Employees may access their inservice record of points and register for classes through the online District Professional Development System Scheduler.

**14.12-2** All professional development must include: Planning, Delivery, Follow-Up, and Evaluation on the Faculty level (individual), School Level, and District Level according to the Florida Professional Development Evaluation Protocol, §1012.98, *Florida Statutes*.

**14.12-3** The Individual Professional Growth Plan (IPGP) is directly related to specific student performance data for those areas to which the teacher is assigned.

**14.12-4** According to §1012.98, *Florida Statutes*, points may only be awarded upon evidence of follow-up activity completion.

## **ARTICLE XV - INSTRUCTIONAL PERSONNEL EVALUATION**

### **PREAMBLE**

The parties acknowledge that the evaluation procedures for instructional personnel covered by this agreement that follow have been agreed upon by the parties hereto with reluctance, and that such agreement is made because of the requirements and mandates of applicable Florida law. Florida law requires the instructional personnel evaluation system be used as a requisite component to determine the wages, hours, and working conditions for instructional personnel and is therefore a mandatory subject of bargaining. Further, the parties agree that should at any time the Florida law applicable to such evaluation procedures be changed by the Florida Legislature or overturned by a court decision to which the Polk County School Board is subject, then in that event the parties agree to promptly renew collective bargaining negotiations for the purpose of modifying the procedures set forth herein-and no human capital decisions will be made using this system until a new agreement is ratified through collective bargaining.

### **DEFINITIONS:**

**Approved Observation Instrument:** Only the approved observation instrument in the Instructional Evaluation System may be used to document the observation portion of a classroom teacher's evaluation which is based on multiple observations (walkthrough observations, informal observations, and formal observations) undertaken by the classroom teacher's supervisor.

**Category I Teachers** - Any classroom teacher that is new to the profession or new to the District regardless of the years of teaching experience and Florida Professional Educator Certification credentials, or any teacher that holds a Temporary Teaching Certificate.

**Category II Teachers** - Teachers with Florida Professional Educator Certification who have more than one year of teaching experience in the District.

**Classroom Teacher:** A teacher who provides direct instruction to students. This definition exists for the purposes of Article XV only and does not affect other Articles in this contract.

**Essential Performance Criteria (EPC):** Performance indicators under each Domain.

**Evaluator:** School Principal/Supervisor, Assistant Principal, and/or Superintendent's administrative designee trained and certified to conduct calibrated observations. Training and certification requirements are outlined in the Evaluation Manual.

**Instructional Evaluation System:** A collaborative system between teachers and administrators that focuses on increasing student learning by improving the quality of instructional services. The overall term for the processes applied for the performance evaluation of an instructional employee.

**Instructional Evaluation System (Evaluation manual):** The District's Instructional Personnel Evaluation Manual, which describes the evaluation systems to be implemented. Pursuant to Florida law, changes to the evaluation manual that constitute a change in a mandatory subject of bargaining must be collectively bargained unless otherwise waived. The Union does not waive any collective bargaining rights with respect to evaluation.

**Instructional Personnel:** For the purpose of this Article and the Evaluation Manual Instructional Personnel shall include all instructional employees covered by this agreement as defined in Article I.

**Non-Classroom Instructional Personnel:** An instructional employee as defined in Article I who does not provide direct instruction to students.

**Professional Development Plan (PDP):** A formal written plan of improvement.

**Reliability:** The degree to which an assessment produces stable and consistent results.

**State Assessment:** Any standardized state determined assessment given to students for evaluative purposes for a given subject.

**State Value Added Model (State VAM):** A statistical calculation by which the Florida Department of Education (FLDOE) estimates an instructional employee's relative impact on student achievement based upon student testing data.

**Student Achievement Objectives (SAO):** A measurable academic growth target that an instructional employee sets at the beginning of the course/term for all students or for subgroups of students to be achieved by the end of an established interval of time, employing baseline data gathered at the beginning of the course.

**Teacher Evaluation Advisory Committee (TEAC):** A committee consisting of 20 members (10 appointed by the Superintendent and 10 appointed by the PEA President). The District's Chief Negotiator and PEA President serve as ex-officio members of the committee. The function of the committee is to serve as advisory in nature to the District and Association bargaining teams.

**Test Validity:** A determination of whether a test is satisfactory in evaluating the breadth and depth of the knowledge and skills students have developed with respect to the course standards.

**15.1** The Superintendent shall establish procedures for evaluating the performance of duties and responsibilities of all Instructional Personnel. The evaluation forms and procedures to be used will comply with all requirements as set forth in §1012.34, Florida Statutes. The evaluation process will comply with the Collective Bargaining Agreement and follow the evaluation manual. Only the materials contained in the evaluation manual

may be used for Instructional Personnel evaluation. No one may develop additional supplemental materials for the evaluation of Instructional Personnel without approval through the bargaining process.

**15.1-1** As the Instructional Personnel evaluation system has undergone substantial change, the parties recognize that continued adjustments may need to be made as data becomes available. The parties commit to returning to the bargaining table to address concerns from either party. It is the intent of the parties to monitor this Instructional Personnel evaluation system to ensure it is a fair, valid, and reliable evaluation system and to make changes, as needed, to achieve this goal. It is the goal of the parties to use the Standards as developed by the Joint Committee on the Standards for Educational and Psychological Testing and adopted by the American Educational Research Association (AERA), the American Psychological Association (APA), and the National Council on Measurement in Education (NCME), where applicable, to guide development of-processes used for Instructional Personnel Evaluation. These Standards will be used to review the system for fairness, validity, and reliability; and, focus changes to refine the system to more accurately reflect Instructional Personnel performance.

**15.1-2** Student performance data will be collected for each instructional employee as in the evaluation manual, Student Achievement Objectives (SAO) (see 15.17) or State VAM as **per** state statute **will be used** to determine the instructional employee's student performance rating. Starting in school year 2018-2019, SAOs are required for all personnel without a State VAM, and optional for all VAM teachers.

**15.1-3** We agree to use the Florida Department of Education's Roster Verification Tool (RVT) to enable Instructional Personnel to review their rosters of assigned students for accuracy. FLDOE provides two RVT review periods; one following Survey 2 FTE in the Fall and the other following Survey 3 FTE in the Spring. During these RVT periods, Instructional Personnel can recommend additions or deletions from the roster. **Teachers with a state calculated VAM that have opted to use an SAO for student learning data will still be required to complete RVT to ensure accurate DOE records.** Once Instructional Personnel complete the review and all corrections have been identified, the roster will be submitted to the District for processing. The District shall submit a teacher level Survey 2 and Survey 3 match using a process determined by DOE and submit such data for the calculation of State VAM **rating**.

**15.1-4 SAO Student Learning Data** - For teachers of adult students, the data source will include only students assigned to the teacher for 60 or more course hours. **SAO teachers identify their students during the planning, mid-year review and final summative SAO review. Students that have absences that meet the criteria in the attendance determinant must have their SAO targets reviewed and possibly adjusted at the mid-year review.**

**15.1-5** Instructional Personnel shall receive an overall rating calculated as described in the evaluation manual. One-third (1/3) of the rating shall be based upon student performance data **listed** on Appendix A - Florida VAM **Course** List, Student Achievement Objectives. The remainder of the overall rating shall be as described in the manual for various positions; Category A: Instructional Personnel with a State VAM **rating**, or Category B: Instructional Personnel.

**15.2** Instructional Personnel will be evaluated annually according to the procedures in the evaluation manual. This evaluation will be completed by a designated and certified evaluator. Evaluation data will not be used for making Human Capital decisions until all evaluations are completed, including any appeals; with the understanding Probationary Contract employees may be released at any time as per §1012.335(1)(c), Florida Statutes.

**15.2-1** The evaluator shall be trained in the evaluation tool and shall be certified. The evaluator may be either the principal/immediate supervisor or an assistant principal designated by the principal. If an instructional employee requests, he/she shall be evaluated by his/her principal. Should no administrator meet the criteria or in rare and unusual circumstances, the Superintendent shall designate a certified administrative evaluator who meets the criteria to perform the required observations and evaluations. Evaluative visits by the Superintendent's designee shall be made with prior notification of **two (2)** work days, to the instructional employee and principal/immediate supervisor, prior to any evaluative activity.

**15.2-2** Any concern/deficiency noted by an administrator must be shared with the instructional employee in a timely manner. Electronically finalizing an observation or sending a request for a time to hold a professional conversation within five (5) contract days is timely. All observable EPC (Essential Performance Criteria) ratings will be documented throughout the year on the forms provided, based on walkthrough observations, informal observations, and formal observations. If observable or non-observable performance deficiencies are noted, the evaluator must provide the instructional employee with specific related feedback.

**15.2-3** To promote prompt, professional conversation, there is an Instructional Assistance Conference form, and guidelines for the school administration to use in conducting Instructional Assistance Conferences with Instructional Personnel. This Conference may be used to bring focus to the instructional changes desired without requiring an instructional employee's evaluation to be marked down or the development of a formal written plan of improvement. The Instructional Assistance Conference does not replace the formal written plan of improvement and is not disciplinary in nature. It is intended to facilitate professional conversations.

**15.2-4** Videotaping shall not be used to record data for any instructional employee observation or evaluation. Videotaping, with the expressed written permission of the instructional employee, may be used for non-evaluative purposes, such as mentoring or for certification purposes. This section does not prohibit video or audio recording of students when required by any State or District student performance exams involving a performance component.

**15.2-5** It shall be considered a gross procedural error if an instructional employee receives an overall rating of *Needs Improvement* or *Unsatisfactory* on Stage 1 and has not had the opportunity to complete an appropriate Instructional Assistance Conference (IAC) process or a Professional Development Plan (PDP).

**15.3** The process of evaluating Instructional Personnel will be ongoing during the school year. Instructional Personnel will be fully informed of the criteria and procedures associated with the evaluation process as outlined in the evaluation manual. All procedures and timelines, as outlined in the evaluation manual, shall be followed. Instructional Personnel will be provided electronic access to the evaluation manual within their first 15 work days. All Instructional Personnel new to the evaluation process shall be trained

regarding the Instructional Personnel Evaluation processes and requirements within the first 10 contract days of employment.

**15.4** An electronic report of each evaluative observation conducted by the evaluator, including walkthroughs observations, informal observations, and formal observations will be available within five (5) contract days. The formal observation will include a pre-conference and a post conference for all Category I Instructional Personnel, and a post-conference for all Category II Instructional Personnel. A Pre-Conference will be held at the request of a Category II instructional employee.

**15.5 Required Instructional Personnel Evaluation Conferences:** Mileage to the former school/worksit shall be reimbursed if teachers are required to travel to receive their final evaluation.

**15.5-1** A Category I mid-year instructional employee conference is required for all Category I instructional employees. Each Category I instructional employee shall be given an overall mid-year evaluation rating based upon the EPCs and student learning data according to the evaluation manual. There shall be a full and complete discussion of each EPC rating with specific recommendations for any EPC rated as *Needs Improvement/Developing* or *Unsatisfactory*. At the completion of the conference the appropriate form will be signed by the administrator and the instructional employee documenting the administrative ratings.

**15.5-2 Stage 1.** Stage 1 evaluations shall occur prior to the end of the school year and shall include the administration's final ratings with supporting data for both observable and non-observable EPCs, and the final rating for completing the employee's self-evaluation and **finalizing the SAO**. At the completion of the conference the appropriate form will be signed by the administrator and the instructional employee documenting the final administrative ratings.

**15.5-3 Stage 2.** Stage 2 evaluations shall occur within a specified period of time near the beginning of the school year as mutually determined annually by the District and PEA, pending availability of **State VAM**. This timeline will take into account the report date to FLDOE to ensure that all appeals may be heard prior to **submitting data to FLDOE**. Stage 2 shall consist of a conference to review an instructional employee's overall rating as determined by the appropriate rubric, **State VAM**, and, to review and record any additional information presented by the employee which may impact the **final ratings calculated for** the Stage 1 conference **or at the Stage 1 appeal**. At the completion of the conference the appropriate form will be signed by the administrator and the employee documenting the overall rating, **State VAM**, and any adjustments agreed upon during the final Stage 1 administrative ratings

**15.6** In the event an instructional employee is not rated as *Effective* or *Highly Effective* in one or more of the EPCs, the evaluator will provide a recommendation for improvement based on a specific deficiency as defined by the appropriate EPC rating rubric.

**15.7** If performance concerns exist, the following steps shall be taken:

1. The evaluator shall hold a professional conversation with the instructional employee to identify specific areas of concern coupled with suggested actions to be taken to assist the instructional employee with the improvement of professional practice. Monitoring will be ongoing.
2. If the instructional employee continues to perform below the *Effective* level in an identified EPC, the evaluator shall meet with the instructional employee to

discuss the concerns and develop a plan, such as an IAC or PDP, for improvement. Refer to the **Instructional Evaluation System manual**.

#### **15.7-1** Outcome of the Final Evaluation

- a. All Category I and Category II Annual Contract instructional employees who receive an overall *Highly Effective* or *Effective* rating on their most current **overall evaluation** will be renewed if the instructional employee has not had Progressive Discipline beyond a Step 1 *Written Confirmation of a Verbal Warning* for the current school year.
- b. Professional Service Contract Instructional Personnel: The provisions in §1012.34(4), Florida Statutes – Notification of Unsatisfactory Performance will be followed.
- c. Category II Instructional Personnel will follow §1012.34(4), Florida Statutes concerning overall *Unsatisfactory* performance.
- d. Under the requirements of §1012.335, Florida Statutes, an Annual Contract will not be awarded if an instructional employee receives two consecutive overall annual performance evaluation ratings of *Unsatisfactory*, two annual overall performance evaluation ratings of *Unsatisfactory* within a 3-year period, or three consecutive overall annual performance evaluation ratings of *Needs Improvement* or a combination of overall *Needs Improvement* and *Unsatisfactory*.

**15.8** The immediate supervisor of the instructional employee will forward the evaluation report to appropriate personnel.

**15.9** Non-Classroom Instructional Personnel will be assessed using the appropriate evaluation/procedure forms.

**15.10 Polk Virtual School, Itinerant and Hospital/Homebound** – All procedures as outlined in the evaluation manual, will apply to **the instructional employees listed above** with the following exceptions:

**15.10-1** There will NOT be a formal observation using the approved observation instrument to gather evaluation data related to appropriate Domain and Essential Performance Criteria (EPC). Rather, in lieu of the observation, the teachers will provide evidence to the supervisor related to the following expectations:

- Communication between teacher and student to equal no less than one correspondence per week. Communication may be initiated by either the teacher or the student.
- **Representative** samples of student work per term with evidence of instructor feedback.
- Periodic evaluations between teacher and students as defined and documented through timely student progress checks.
- Phone log of teacher/student interaction as applicable.

Evidence may be provided in the format of checklists, log entries, student portfolio, etc.

While all EPCs in the Instructional Personnel Evaluation System are applicable, some of the specific sample indicators of performance may vary in nature from those identified in

the evaluation manual. The supervisor and instructional employee will review the sample indicators and determine their applicability to the specific role of the instructional employee in **their specific teaching** environment.

**15.11 Evaluation Appeal Process** – Instructional employees may appeal using an expedited appeal procedure limited to 3 steps: Step 1, Step 2, and Arbitration. The Arbitration step will be an expedited process with no submission of briefs and the arbitrator will issue a written decision. Expedited Arbitration will include setting a panel of mutually agreed upon and available arbitrators to hear multiple cases in a day. Although we are using an expedited arbitration process, each side retains the right to use all remedies available to them under state and federal law. If a serious procedural violation results in the removal of an annual evaluation, the evaluation rating will default to *Not Evaluated* and the employee will be considered to have an overall *Effective* rating for the purpose of all Human Capital and salary decisions.

**15.11-1** While the Stage 2 may be appealed, only overall ratings of *Needs Improvement* or *Unsatisfactory*, or when Performance Pay is implemented and the score on the evaluation precludes an instructional employee from receiving Performance Pay, may be submitted for arbitration. If a rating is successfully appealed, the rating shall be corrected and the evaluation recalculated. Overall ratings that are *Developing* (in the first three years of employment) or *Effective* are only eligible to be processed through the first two steps of the appeal process. An instructional employee may appeal through the first two steps of the evaluation appeal any of the individual ratings governed by an EPC rubric Domain. Such appeal shall be based upon a procedural violation of the process and/or a misinterpretation of a system rubric.

**a. Step 1**

**(1) Stage 1 Appeal** – No later than the 175<sup>th</sup> day of student contact, the instructional employee must file using the jointly approved method communicated to all employees with their principal and copy the principal's supervisor, PEA, and the Senior Director of the Human Resource Services Division that a concern exists and they choose to appeal their Stage 1 results. The parties will meet to discuss the concerns no later than five (5) work days (day 185) after the last student contact day. A decision will be issued in writing within three (3) work days. The District and PEA may adjust the above timelines by mutual agreement if necessary.

**(2) Stage 2 Appeal** – Human Resources and PEA will meet **and** set the timeline for Stage 2 Appeals **by the 10<sup>th</sup> contract day of the school year and that timeline will be noticed to all employees.** This timeline will take into effect that the entire process, including arbitrations must be **completed** before the FLDOE report date. Teachers of courses assessed by a State VAM formula will have scheduling priority to ensure their appeal is completed prior to the date to report data to the FLDOE. **This conference window will be flexible to allow the maximum time to prepare for the appeals.**

**b. Expedited Arbitration** – The District's and PEA's intent is to mutually pre-select a panel of arbitrators and contact them to establish a potential calendar of arbitration dates into which employees with appeals may be scheduled. Further, the intent is to keep individual hearings to approximately four (4) hours maximum with the

arbitrator requested to submit a decision within two (2) work days. Expedited Arbitration will take place as timely as possible. Dates will be mutually agreed upon by the District and PEA.

c. Miscellaneous Provisions:

1. The Board and the appellant shall not be permitted to assert in such arbitration proceeding, any ground or rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding.
2. The Board and the Association shall share equally the fees and expenses of the arbitrator when the appeal is processed by the Association. Neither the bargaining agent nor the Board shall be responsible for the cost of an arbitration by a member of the bargaining unit when the appeal is not processed by the Association.
3. No reprisals of any kind shall be taken against any party participating in the appeal procedure.
4. Notwithstanding the expiration of this agreement, any appeal arising while the agreement was in effect may be processed through the appeal procedure until resolution.
5. Any teacher for whom an appeal is sustained shall be reimbursed in accordance with the award of the arbitrator.
6. Each party shall bear the full cost of its representation at all steps of the appeal procedure.
7. A teacher shall have the right to have an Association member representative present when an appeal is being discussed. In a case where no Association member representative is present to attend the informal procedure, the discussion may be postponed and the Association staff will have the right to appoint an Association member to attend the informal session.

**15.11-2** If for reasons as follows, but not limited to, the number of appeals is larger than the number of available times to hold appeals or the date is delayed from FLDOE, the District and PEA shall meet to discuss an extension of the timeline.

**15.12 Teacher Evaluation Advisory Committee (TEAC)** – The TEAC is created to develop, review, or change evaluation form(s) called for in Article XV and shall be advisory in nature to the District and Association bargaining teams. The committee shall consist of 20 members (10 appointed by the Superintendent and 10 appointed by the PEA president). The district's negotiator and PEA president serve as ex-officio members of the committee. The committee shall include at a minimum, one representative from elementary, middle school, high school, and alternative education. The District and PEA bargaining teams will consider recommendations from the Teacher Evaluation Advisory Committee (TEAC) when determining the appropriate evaluation/procedure forms for a new job position or changes for an existing job position.

**15.13 Teacher Evaluation Advisory Committee (TEAC) Process** – The committee will meet once in the first semester upon the completion of Stage 2 appeals and once in the second semester. Additional meetings may be scheduled by mutual agreement of the parties. The TEAC will make recommendations to the Superintendent or as determined through collective bargaining processes and will make recommendations for system changes for the upcoming year by July 1 of each year. Any recommendations submitted after July 1 will be for the following school year. TEAC may make recommendations after July 1 for the current school year if changes to the statutory requirements occur after July 1. Every attempt will be made to meet the statutory guidelines in §1012.34(4), Florida Statutes, including the provision to fully inform Instructional Personnel of the criteria, data

sources, methodologies, and procedures associated with the evaluation process before the evaluation takes place.

**15.14** Certain adjustments in system processes may need to be made due to unknown factors related to the stability and reliability of student data. The Teacher Evaluation Advisory Committee may make related recommendations pertaining to system processes if that occurs. Any changes in the system processes during any year will be submitted to the FLDOE for review and approval, as appropriate.

**15.15** In order to ensure the quality of the implementation of the Instructional Personnel Evaluation system, a mid-year survey of Instructional Personnel and evaluators will be written by the TEAC and administered to Instructional Personnel and evaluators. The results of the survey will be compiled and reported to the TEAC. The TEAC will review the compiled results of the survey and recommend appropriate action as needed.

**15.16** An Improvement Model for classroom teacher observations will consist of three observation processes: Walkthroughs, Informal and Formal. The ratings from each observation will be combined and averaged to provide the final rating for each observed EPC. The final EPC points calculated may not be decreased (rounded down) and may only be increased (rounded up) by the evaluator if a rationale supported by evidence is documented in Journey.

#### **15.16-1 Observation Timing Chart**

<b>Teacher Status</b>	<b>Formal Observations Full Class Period or 60 Minutes whichever is Less</b>	<b>Informal Observations No Less than 20 Minutes</b>	<b>Walkthroughs No Less than 10 Minutes</b>
<b>Category I</b>	<ul style="list-style-type: none"><li>• 1 Minimum per semester</li><li>• Pre-/Post-Conference required within five (5) days of the scheduled observation</li><li>• Additional optional</li><li>• Conduct an Informal required prior to a Formal</li></ul>	<ul style="list-style-type: none"><li>• 1 Minimum per semester</li><li>• Number varied based on need</li><li>• Feedback Required within five (5) days of the scheduled observation</li><li>• Completion of at least 2 walkthroughs prior to conducting an Informal</li></ul>	<ul style="list-style-type: none"><li>• 2 minimum each 45 days for each of the first 3 quarters only.</li><li>• Feedback desired if Highly Effective or Effective</li><li>• Feedback required if Needs Improvement/Developing or Unsatisfactory</li></ul>

Category II	<ul style="list-style-type: none"> <li>• 1 Minimum annually</li> <li>• Additional optional</li> <li>• Pre-Conference optional within five (5) days of the scheduled observation</li> <li>• Post Conference required within five (5) days of the scheduled observation</li> <li>• Conducting an Informal is required prior to a Formal</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Minimum annually</li> <li>• Number varied based on need</li> <li>• Feedback Required within five (5) days of the scheduled observation</li> <li>• Completion of at least 1 walkthrough prior to conducting an Informal</li> </ul>	<ul style="list-style-type: none"> <li>• 1 minimum each 45 days for each of the first 3 quarters only.</li> <li>• Feedback desired if Highly Effective or Effective</li> <li>• Feedback required if Needs Improvement/Developing or Unsatisfactory</li> </ul>
PDP Teacher	<ul style="list-style-type: none"> <li>• 1 Minimum each 90 days while engaged in PDP process</li> <li>• Pre-/Post-Conference required within five (5) days of the scheduled observation</li> <li>• Conduct an Informal required prior to a Formal</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Minimum each 90 days while engaged in PDP process</li> <li>• Feedback Required within five (5) days of the scheduled observation</li> <li>• Completion of at least 2 walkthroughs prior to conducting an Informal</li> </ul>	<ul style="list-style-type: none"> <li>• 3 Minimum each 90 days while engaged in PDP process</li> <li>• Feedback required</li> </ul>

**15.16-2** Additional informal or formal observations may occur only if the classroom teacher has had the opportunity to correct performance concerns as documented in an IAC or PDP. Additional informal and formal observations shall be scheduled as a part of the PDP process.

**15.16-3** Non-classroom Instructional Personnel will follow the appropriate procedures outlined in the evaluation manual. All non-classroom Instructional Personnel will be evaluated based on the Final Overall Rating Table which is included in the evaluation manual.

**15.16-4** Some instructional employees may be submitted to FLDOE as *Not Evaluated* due to unforeseen circumstances. Any instructional employee submitted to FLDOE as either *Not Evaluated* or *Developing* will be treated as *Effective* for all human capital and salary decisions.

**15.17 Student Achievement Objectives:** Beginning in the 2017-2018 school year, all Instructional Personnel will have the option to establish an SAO by following the process outlined in the evaluation manual. Beginning in the 2018-2019 school year, all

Instructional Personnel teaching courses without a VAM score must establish an SAO by following the process outlined in the evaluation manual.

**15.17-1** Training and supporting resources which provide consistency in the implementation of SAOs will be developed by a joint committee appointed by the Superintendent and the PEA President. The committee will use the framework from the Center for Assessment as a foundation. The committee will identify the process to prepare trainers and deliver comprehensive training to all participants using a variety of methods. Participants on the committee may vary depending on the specific assigned tasks. Training must be ready for presentation prior to the employees' first contract day and the schedule for delivering training must begin within the first ten (10) instructional days.

**15.17-2** Starting in the school year 2018-2019, an **instructional employee without a state calculated VAM** must establish an SAO for the student learning data portion of their evaluation. **Teachers with a state calculated VAM may elect to complete an SAO and use that data as their student learning data in their evaluation.**

An employee establishing an SAO must complete the forms and follow the process in the evaluation manual. An employee may work collaboratively on their SAO with other employees but may not be required to do so. **Journey will be open on the first contract day to begin developing the SAO.** The completed SAO template must be initially submitted to the principal/administrator no later than the fifth (5<sup>th</sup>) student day following Data Day as established in the official Polk County Public School District Calendar.

**15.17-3** All SAOs must be based upon core/main course, or instructional standards for the selected student group and must follow the SMART protocol (Specific, Measurable, Appropriate, Realistic, and Time Limited) as appropriate to the course, grade level or position/assignment of the employee.

**15.17-4** Baseline student data must be established by the employee during the first nine (9) week period as established in the official Polk County Public School District Calendar. It may be based upon data collected at any time prior to the end of the first nine (9) week period as outlined in the approved SAO goal.

**15.17-5** The principal/administrator shall review the SAO using the Rubric for Rating the Quality of Student Achievement Objectives in the evaluation manual (the Rubric) within ten (10) student days and provide feedback to the employee. Any SAO evaluated as Quality Needs Improvement or Insufficient Quality is not approved until changes are made to meet the requirements as outlined by the Rubric. Employees and principals/administrators are encouraged to collaborate in this process. If a dispute cannot be resolved, the employee may appeal their concern to the Regional Assistant Superintendent for resolution. To be implemented, the SAO must be approved no later than the end of the first nine (9) week period as established in the official Polk County Public School District Calendar. Both the employee and the principal/administrator shall sign and maintain a copy of the approved SAO goal.

**15.17-6** If a principal/administrator does not respond within the timeline in 15.17-4 above, the submitted SAO shall be considered approved.

**15.17-7** Starting in school year 2018-2019, **instructional employees with a state calculated VAM**, may abandon the SAO process without detriment at any time prior to approval as referenced in 15.17-5. They will then revert to the State VAM for the student learning data for that year.

**15.17-8** A mid-year meeting to review the SAO progress will be held during the first fifteen (15) student contact days of the second semester. This meeting is required for all Category I teachers and only necessary for Category II teachers if they wish to adjust the expected targets of the SAO. This meeting may occur for Category II classroom teachers along with the review of their Informal Observation and for Category I instructional employees at the time of their post-conference for their first Formal Observation. The instructional employee and the principal/administrator shall review using the mid-year Reflection Questions in the evaluation manual Student Achievement Outcomes and make adjustments as needed to increase the likelihood of a positive goal outcome.

**15.17-9** Should a Category II employee or principal/administrator be concerned that the employee's SAO targets are not attainable, therefore making the expected outcomes unrealistic, a meeting will be held to review and assess the available data. This review must occur and any adjustments to the agreed upon targets made within the first fifteen student contact days of the second semester. The principal/administrator must approve or deny the requested target adjustments. Should a dispute arise over an appropriate adjustment, the employee may appeal the principal's/administrator's decision, within five (5) student contact days, to the Regional Assistant Superintendent.

**15.17-10** In 2017-2018 semester courses may set an SAO within fifteen (15) student contact days of the second semester only. The timelines for semester courses will be set and distributed by December 1, or when the timelines are announced and the SAO window is opened to employees.

**15.17-11** The four (4) level Instructional Personnel Rating Rubric in the evaluation manual shall be used to determine whether the employee is rated *Highly Effective*, *Effective*, *Needs Improvement/Developing*, or *Unsatisfactory* for their goal. Employees may group students based upon student performance and vary the outcome for the established groups. All students should have a learning outcome by group, but an individual outcome for each student is not expected or required. The employee's Student Performance rating shall be determined by the number of students meeting or exceeding the goal as established by the Rating Rubric.

**15.17-12** Non-classroom instructional employees are also participants in establishing SAO to develop the **student learning data** portion of their evaluation.

**15.18** Instructional employees completing the self-evaluation will receive the maximum **points** regardless of how they rate themselves. Instructional employees not completing the self-evaluation will receive the lowest **points**.

## **ARTICLE XVI - TEACHER DISMISSAL PROCEDURE**

**16.1** The following procedure will be used to help Continuing Contract teachers correct deficiencies prior to the implementation of the formal NEAT Procedure.

**16.1-1 NOTICE** - written notice to the individual that deficiencies exist which, if not corrected, could lead to the implementation of the formal NEAT Procedure.

**16.1-2 EXPLANATION** - Full and complete explanation of deficiencies and suggested corrections.

**16.1-3 ASSISTANCE** - Administrative and supervisory assistance offered and provided.

**16.1-4 TIME** - Reasonable time provided for correction of deficiencies.

**16.2 DEFINITION OF INCOMPETENCY** - Incompetence is defined as the inability or lack of fitness to discharge the required duties as a result of inefficiency or incapacity.

**16.3** The formal **NEAT PROCEDURE** will be initiated only after consultation and suggestions for improvement by the immediate supervisor have failed to help the teacher improve.

**16.3-1 NOTICE AND EXPLANATION:** The principal will inform the teacher in writing that the evaluation and assistance procedure is being initiated. This letter will include the listing of the area or areas of weakness, which, if not improved, may result in dismissal. The immediate supervisor will send copies of this correspondence to the Superintendent, area assistant superintendent, chairman of the Board, and the Association.

**16.3-2 ASSISTANCE BY ADMINISTRATOR** and explanation:

A. The Superintendent will assign an administrator with knowledge in the subject area to develop a planned program of improvement for the teacher. This should be done as soon as practical after receiving the letter from the immediate supervisor.

B. The assigned administrator, in cooperation with the immediate supervisor and the teacher, will begin to develop a planned program for improvement as soon as practical after being notified of the assignment.

1) The administrator shall observe the teacher in the classroom not fewer than 55 consecutive minutes or one full class period prior to the development of a planned program.

2) The administrator shall discuss the observation and the program for improvement with the teacher at the time it is presented to the teacher. The administrator and the teacher shall sign the report. Copies of this observation report and the plan for improvement shall also be submitted to the principal, the Superintendent, and area assistant superintendent.

3) The administrator shall make a second classroom observation within 30 workdays after the planned program was presented to the teacher. The report of this observation, including noted improvement in the areas of weakness listed by the principal, will be discussed with the teacher. The administrator and the teacher will sign the report. Copies of this report will be submitted to the teacher, principal, area assistant superintendent, and Superintendent.

**16.3-3 ASSISTANCE BY EXPERTS:** The Superintendent shall also appoint three experts, who shall be experienced teachers in the same field as the teacher being evaluated, to observe the teacher and make suggestions for improvement. The three experts shall conduct their investigation within 14 workdays after their appointment and without contact with one another.

(A) Each expert will observe the teacher in the performance of his/her teaching duties for not less than two (2) class teaching periods or at least 90 minutes.

(B) Each expert shall submit a written report of his/her individual observations with recommendations for improvement to the teacher with copies of the report to the administrator and the immediate supervisor.

(C) Each expert shall conduct a second observation of the teacher in the performance of his/her teaching duties of at least two (2) periods or 90 minutes, and between 25 and 35 workdays after the first observation. The expert shall make a final written report of his/her observations, noting improvement or lack of improvement. Copies of this report will go to the teacher, immediate supervisor, and the administrator.

(D) After the experts have made their second observation, the administrator will make a third observation and report as to the teacher's improvement. The administrator will discuss this observation report with the teacher and the principal. This report will be signed by the administrator, teacher, and principal. Copies will be submitted to the teacher, principal, Area Assistant Superintendent and Superintendent.

(E) All observation reports shall become a part of the teacher's personnel file.

(F) Experts, serving as observers, shall be given adequate release time from their regular duties to conduct the observations of the teacher in the performance of his/her teaching duties.

**16.3-4 TIME FOR DECISION:** As soon as possible after sixty (60) workdays from the day the planned program was discussed with the teacher, but not later than ninety (90) workdays, a decision will be made.

(A) The immediate supervisor shall meet with the teacher and administrator to review and discuss all the observations and evaluations.

(B) The teacher may request anyone of his/her choice to be present at this meeting.

(C) Within fourteen (14) days following this meeting, the immediate supervisor shall make his/her written recommendations as to the competency or incompetence of the teacher. The teacher shall sign this recommendation and retain a copy. Copies of this recommendation shall be sent to the area assistant superintendent, administrator, Superintendent and the Association.

## **16.4 PROFESSIONAL SERVICE CONTRACT TEACHERS**

**16.4-1** A teacher holding a Professional Service Contract who is not performing his or her duties in a satisfactory manner based on the teacher's assessment instrument shall be notified by their evaluator in writing of such determination. The notice must describe such unsatisfactory performance and include the notice of the procedural requirements as listed in §1012.34, *Florida Statutes*.

**16.4-2** Upon delivery of a notice of unsatisfactory performance, the evaluator must confer with the employee, make recommendations with respect to specific areas of unsatisfactory performance in writing, and provide assistance in helping to correct deficiencies within a prescribed period of time.

**16.4-3** The employee shall be placed on performance probation and governed by the provision of §1012.34, *Florida Statutes* for 90 calendar days from the receipt of the notice of unsatisfactory performance to demonstrate corrective action. School holidays and school vacation periods are not counted when calculating the 90 calendar day period. During the 90 calendar days, the employee must be observed a minimum of three times and apprised of progress achieved in writing and must be provided assistance and in-service training opportunities to help correct the noted performance deficiencies.

**16.4-4** Within 14 days after the close of the 90 calendar days, the evaluator must assess whether the performance deficiencies have been corrected and forward a recommendation to the Superintendent. Within 14 days after receiving the evaluator's recommendation, the Superintendent must notify the employee in writing whether the performance deficiencies have been satisfactorily corrected and whether the Superintendent will recommend that the school board continue or terminate his or her employment contract. If the employee wishes to contest the Superintendent's recommendation, the employee must, within 15 days after receipt of the Superintendent's recommendation, submit a written request for a hearing as provided in §1012.34, *Florida Statutes*.

## **16.5 MISCELLANEOUS PROVISIONS**

**16.5-1** When illness or other incapacity of the teacher or observer prevents the completion of the observation on schedule, the time limits shall be extended to such time as the teacher or observer can be present for the observation.

**16.5-2** This procedure does not prohibit immediate suspension and subsequent dismissal for just cause as outlined in §1012.79, *Florida Statutes* or the use of the Florida Education Practices Commission procedures.

**16.5-3** The immediate supervisor may drop this evaluative procedure at the conclusion of any step in the procedure if he/she determines that it is no longer necessary. The teacher will be notified in writing of this decision and any further recommendations.

**16.5-4** This procedure shall not be utilized in cases of physical or emotional incapacity to discharge the required duties of a teacher.

## **ARTICLE XVII – TRANSFERS AND CHANGES IN ASSIGNMENT**

**17.1** A transfer is a change in teaching position from one work location to another, excluding countywide assignments. A transfer is also any change which would cause a teacher to teach any part of the day at a different school from his/her initial school assignment, excluding countywide assignments. A change of assignment is from one subject area or department to another, or from one grade to another, within the same work location.

**17.1-1** A teacher who is required to change classrooms will have assistance moving boxes and furniture and will be provided appropriate equipment to do the job safely.

**17.1-2** If a teacher is given a change of assignment or classroom during the school year, the teacher will be provided one (1) student contact day without students or assignments for the purpose of moving classroom and personal items from one classroom to another and/or planning and preparing materials for students in preparation for student instruction or other assigned duties.

**17.1-3** If a teacher is transferred during the school year, the teacher will be provided two (2) student contact days without students or assignments for the purpose of moving professional and personal items from one school to another, setting up a classroom, and preparing materials.

**17.2** Principals shall keep their faculties informed as to vacant positions in their schools by posting such vacancies at the teacher sign-in location. Teachers who would like to change from grade and/or subject assignment within a school shall file a written statement of such desire with the principal. The principal shall consider all such requests and make a decision as to the change based on the teacher's qualification, certification, and educational program of the school. The principal will give written notification of his/her decision to each teacher who has filed a written request. The change in assignment will be subject to approval by the District Recruitment and Educator Quality Department.

**17.3** All changes in assignment should be voluntary; however, the principal may make changes in teacher assignments at his/her own discretion when he/she deems it to be in the best interest of students, faculty, and educational program of the school. Such assignment changes may only be to areas for which the teacher is fully qualified and may not cause a teacher to work out-of-field. Principals shall strive to minimize the number of core academic subject area assignments. When such changes are made the reason(s) for the assignment shall be given in writing, if requested. Providing a reason will in no way limit the principal's discretion in making such assignments. Such reassignments shall not be used as a punitive measure. Any teacher being involuntarily reassigned shall not be deprived of his/her contractual salary for the remainder of the contract year.

**17.3-1** Should there be a reduction/loss in funding for a grant program, the teacher in such a grant funded position will be able to remain at the school/worksit at which he/she is assigned in a position for which he/she is fully qualified. If there are no vacant positions available, the school shall follow the procedure for "Loss of Units" in 17.6-1. This process shall retain the grant funded teacher as a part of the staff for any position for which the teacher is fully qualified.

**17.4 Request for Transfer:** A request for transfer shall be provided to the Human Resource Services Division any time after the first day of the second semester through the last day of the current regular school year. These requests are for the following school year. Such transfer requests shall remain active until 14 calendar days before the first teacher contract day. Transfers shall not occur after the beginning of the school year. Any teacher who received an end of the year overall evaluation of *Needs Improvement* for the current and/or previous school year is not eligible for transfer. Also, any teacher who is under a Performance Development Plan is ineligible for transfer. A transfer will not be considered unless the teacher has taught in the District for one school year and is fully qualified and certified for the vacancy for which they are applying. All transfers shall be approved and signed by the receiving principal, with simultaneous electronic copies to the releasing principal (or immediate supervisor) and the Human Resource Services Division. The receiving principal, when making his/her decision, shall consider each teacher requesting transfer as to his/her experience, general background and preparation,

competence and commuting distance (Hardship Transfer). The transfer of the teacher will be subject to Board approval.

**17.4-1 Transfer Requests during School Year:** Teachers are allowed to submit a transfer request during the school year for purposes of “hardship”. A “hardship” transfer request is defined as:

- a. the teacher has completed at least one year of service with the District; and either
- b. travels 20 miles or more one-way, by the most direct route within Polk County limits to the assigned work location; or
- c. has a serious medical and/or personal problem which can be substantiated by a physician or acceptable written explanations as determined by the Superintendent. Employees meeting the criterion in this section, may apply for a medical/personal problem transfer at any time and may be transferred after the start of the school year for students.

Hardship transfers will be allowed during the school year only if the above conditions are met and must be approved by the Superintendent or the Associate Superintendent of Human Resource Services. A transfer will not be considered unless the teacher is fully qualified and certified for the vacancy for which they are applying. All transfers shall be approved and signed by the receiving and releasing principals, with simultaneous electronic copies sent to the releasing principal (or immediate supervisor) and the Human Resource Services Division. The releasing principal must have a fully qualified and certified teacher to fill the vacancy before the transfer is approved. The receiving principal, when making his/her decision, shall consider each teacher requesting transfer as to his/her experience, general background and preparation, competence and commuting distance.

**17.4-2 Request for Transfer between School Years:** A teacher's request for transfer shall be made on a form readily available on the District's website. The transfer request will be submitted to Human Resource Services. The Human Resource Services Division will prepare a master list of all teachers seeking transfers and distribute this list with the teachers' preferences to all principals and the Association for their review and consideration. Placement on the list does not guarantee a transfer. It is the responsibility of the teacher to notify the principals where vacancies exist in order to be considered for the vacancy. The transfer will be subject to approval by the District Recruitment and Educator Quality Department.

**17.4-3 Probationary Contract teachers shall not be allowed to seek a transfer until the end of the school year in which his/her probationary period is completed.**

**17.5** A current list of vacant positions, including Polk Virtual School, will be maintained for all teachers to view on the District's website ([polkschoolsfl.com](http://polkschoolsfl.com)). All vacancies will be advertised for a minimum of five workdays, except for the ten (10) calendar days prior to the first work day in order to meet the mandate for fully staffed schools. The website will indicate the subject area or grade level of the vacancy, the date the vacancy will occur, and the worksite at which the vacancy exists. A vacancy shall be deemed to exist when a full-time employee is sought to fill a full-time position, after worksite reassignments have been completed, if applicable.

**17.5-1** Candidates interviewed for positions will be notified in writing when the position has been filled.

**17.6-1 Involuntary Transfer:** The Board and the Association recognize that it may be necessary to transfer a teacher or teachers involuntarily. Such transfers will only be made for one or more of the following reasons:

- 1) Loss of units
- 2) Providing for a racially balanced school staff
- 3) Dividing a school faculty to form a new school
- 4) Phasing out a program or grade level
- 5) Changing a program
- 6) Closing a school
- 7) Providing for a comparability of schools for Federal program
- 8) Placing a teacher who has been teaching out-of-field of certification into his/her field of certification
- 9) Comply with a court order
- 10) Redistricting of schools
- 11) Comply with state and federal legislation

**17.6-2** In unusual and special circumstances the Superintendent may recommend to the Board that a teacher be transferred from one position to another specific position for good and sufficient reasons. Any teacher being transferred under this section may not be placed into an out-of-field assignment or a position for which the teacher is not fully qualified and the teacher may receive written reasons for the transfer, if so requested. Such transfers shall not become effective until approved by the Board.

**17.6-3** Teachers placed on the involuntary transfer list are considered displaced and, it is their responsibility to provide the Human Resource Services Division with a current/temporary address and phone number. Continuing Contract and Professional Service Contract teachers will be guaranteed placement. Annual or Probationary Contract teachers will be guaranteed placement only during the term of their contract. If there are not enough positions for placement, the provisions of Article XIX Layoff shall be followed.

**17.6-4** When transfers become necessary, no new teacher will be placed to fill positions for which displaced teachers are fully qualified until the teachers have been offered these teaching positions.

**17.6-5** Involuntary transfers that are necessary because of complying with a court order or moving teachers into a position for which they are fully qualified will be done by the Board after a recommendation by the Superintendent. Any transfer (involuntary or voluntary) for the purpose of compliance with a legal mandate, or for the purpose of the racial balancing of a faculty to comply with court orders will take precedence over seniority when determining teachers to be transferred.

**17.6-6** When transfers become necessary as a result of reasons 1 thru 11 in 17.6-1, the Superintendent or the designee shall notify the Association of the staffing allocation changes planned for each affected school. Human Resource Services shall provide the principal of each affected school a list of the school's teachers. The list will include each teacher's seniority date and list all certifications on file for which the teacher is fully qualified. Each teacher shall be provided his/her personal information. Before involuntary transfers are made, the principal will announce the position changes planned for the school to the entire staff. Volunteers for involuntary transfer shall be requested. Within the timeline provided by Human Resource Services, the principal shall meet with departments

and/or individuals to discuss the impact of the required changes. A list of potential openings shall be maintained and available electronically for the teachers to review on the District's website ([polkschoolsfl.com](http://polkschoolsfl.com)). Teachers will be provided at least 24 hours to volunteer in order to allow review. If there are more volunteers than needed to reduce the units in that school, the volunteering teacher(s) with the most seniority in the District (as defined in 17.8) shall be submitted for placement on the Districtwide displaced list.

**17.6-7** If there are not enough volunteers for displacement, then involuntary transfers shall be made based upon seniority as defined in 17.8. All teachers remaining at the school must be approved for their assignments by the Human Resource Services Recruitment and Educator Quality Department and shall be fully qualified, or if not fully qualified, may be considered for an authorized out-of-field assignment. A list of teachers being involuntarily transferred shall be submitted to the District and be placed on the Districtwide displaced list according to their seniority and contract status.

**17.6-8** When a group of teachers is involuntarily transferred as a result of reasons 1 thru 11 in 17.6-1, the Human Resource Services Division will make available to each transferring teacher and the Association a current list of vacancies. Teachers may apply and will be considered for any position for which they are fully qualified. If these teachers are not chosen for the position for which they applied, then the Superintendent will place them in a position for which they are fully qualified.

**17.7** Any Continuing Contract/Professional Service Contract teacher placed on the displaced list shall be assigned to a position for which he/she is fully qualified by the Associate Superintendent for Human Resource Services. Refusal by the teacher to accept such assignment shall release the Board from any further obligation to that teacher.

**17.7-1** The Superintendent shall submit the contract renewal recommendations for employment to the Board for action at least two weeks prior to the end of the school year. Any Annual or Probationary Contract teacher not rehired may appeal this decision through the two levels of (1) Principal's supervisor, (2) Superintendent or designee. Any Annual or Probationary Contract teacher whose position is eliminated, who would have been recommended for reappointment by his/her immediate supervisor, if an opening existed, shall be placed on a "Permitted Rehire" list.

**17.7-2** Existing information regarding non-reappointment and displacement shall be provided electronically to the Association including the CC/PSC Displacement List, the Permitted Rehire List, and the current vacancy list.

**17.7-3** Principals/immediate supervisors shall notify the Business Services Division of vacancies immediately after they occur.

**17.7-4** In the event a vacancy occurs within a school from which an Annual Contract teacher has been displaced and after CC and PSC teachers in the District have been assigned and if the Annual Contract teacher is fully qualified, he/she shall be appointed to fill that vacancy unless the teacher has been placed in another position.

**17.7-5** Prior to the beginning of the school year teachers in out-of-field assignments will be given first consideration for in-field vacancies as they occur. It is the responsibility of the teacher to make application for any such vacancies as listed on the District's website ([polkschoolsfl.com](http://polkschoolsfl.com)).

**17.7-6** The Permitted Rehire list shall be distributed to all principals and persons thereon will be given first consideration for appointment to open positions for which they

are fully qualified before new hires. The Human Resource Services Division will have ongoing contact with principals with open positions to encourage that the employees on this list be interviewed with the goal of rehiring these employees as quickly as possible. The Human Resource Services Division will regularly provide the Association with updates regarding the progress of assisting the employees on this list. A final employee status update will be provided the Association regarding those employees who were rehired, those who were offered no position, those who were offered a position and chose not to return, and those who dropped out of the process for any reason.

**17.8** Seniority is defined as continuous service, which begins with the effective date of employment as a teacher in the District. If the employment dates as documented on the School Board's agenda are the same for more than one teacher, and it becomes necessary to determine the order of seniority among said teachers, then the date/time that each was nominated as a teacher candidate as documented on the automated recruitment and hiring system candidate report will be used to determine seniority. Approved leaves of absence will not be considered as a break in seniority.

## **ARTICLE XVIII –VACANCIES**

**18.1** It is recognized that the law charges the Superintendent with the full responsibility for recommending personnel for promotion, transfer and reassignment.

**18.2** The Board and the Superintendent shall continue to implement and review their plan of affirmative action for recruitment, selection, promotion, and retention of minority and women employees of the school system. The Association will be advised of any proposed changes in the affirmative action program and through the Human Resource Services Division may make suggestions for improving the plan.

**18.3** It is agreed that the Superintendent should find and the Board will employ the best-qualified persons for all positions by giving full consideration to all qualified persons.

**18.4** Promotion is defined as a change in job designation from a teacher to a **non-classroom instructional (i.e. dean, district-wide coach, guidance, media, TRST)**, coordinative, administrative or supervisory position.

**18.5** The Board and the Association agree on the following procedures for vacancies:

**18.5-1** All teachers who wish to be considered for an advertised vacancy shall complete the online application process for the position in which they are interested and meet the qualifications.

**18.5-2** Teachers who wish to be considered for a school based administrative position must follow the process in the District's state approved Leadership Development Plan.

**18.5-3** Preference will be given to qualified teachers in the Polk County school system, but this does not preclude qualified persons from outside the system from being considered and recommended.

**18.6** Except for emergency temporary appointments, the following procedure shall be used when advertising vacancies for positions not covered by this agreement.

**18.6-1** No advertisement of vacancies need be made when said positions are filled by lateral transfers. The last position open after lateral transfers have been made shall be defined as a vacancy.

**18.6-2** When a vacancy or newly created position occurs, the Superintendent or his/her designee will publicize the vacancy and the qualifications on the District's website at least five (5) business days\* before making a recommendation to the School Board.

\*Business day - When the school district is open for business. Excludes holidays, weekends, and shutdown periods.

**18.6-3** The Superintendent shall supply the Association with a current list of all administrative vacancies upon request.

## **ARTICLE XIX – LAYOFF**

**19.1** Currently §1012.33, *Florida Statutes*, requires that within a program area facing reduction, the employee who has the lowest performance evaluation is to be the first to be released. Should the prohibition against our previous seniority based system be removed, the Board and the Association agree to return immediately to this previous system.

**19.1-1** A reduction in force (RIF) may be declared by the Board when it needs to reduce the number of teachers districtwide because it does not have enough positions for teachers based upon their areas of certification. Prior to declaring a RIF the District will review all open positions to determine if assigning teachers into vacant positions may negate the need for a RIF.

**19.1-2** Prior to declaring a RIF the Superintendent or designee shall have a meeting with the Association to review the reason for the layoff and review any possible options which could alleviate the necessity for a RIF.

**19.1-3** The Association shall be provided a final list of employees identified for layoff including their SAP#, current assignment, certifications on record, and the total points received on their current Overall Evaluation Rating noting any additional tie breaker used to determine the potential layoff order. The Association will be provided an opportunity to review the list and request clarification prior to any employee being notified.

**19.1-4** Selection of employees for RIF shall be based on their areas of certification being in an area identified for RIF.

**19.2** Should the District prepare to declare a RIF, the District shall first choose among those employees with Probationary Contracts or with no Overall Evaluation Rating or an incomplete Overall Evaluation Rating following the criteria below.

**19.2-1** The Superintendent or designee will provide the Association a list of all teachers on Probationary Contracts or who have no Overall Evaluation Rating or an incomplete Overall Evaluation Rating because EPC(s) ratings or the Student Performance

rating has not been completed. The list will include each teacher's current assignment and a list of each teacher's areas of certification currently on file with the District.

**19.2-2** Teachers with Probationary Contracts or with no Overall Evaluation Rating or an incomplete Overall Evaluation Rating and with a corrective action plan will be released first. When no employee on a corrective action plan remains in an appropriate area of certification, then selection will be made among those teachers in this group who have no Overall Evaluation Rating.

**19.2-3** Should the District's RIF necessitate identifying additional employees for layoff, the selection will fall to those teachers in this group with an incomplete Overall Evaluation Rating. These employees will be chosen for RIF based upon the fewest number of points earned. In case of a tie, the selection will be made by drawing lots.

**19.2-4** Should the District's RIF necessitate identifying additional employees for layoff, the selection will fall to those Probationary Contract teachers in this group, if any. These employees will be chosen for RIF based upon the fewest number of points earned for their annual evaluation. In case of a tie, the selection will be made by drawing lots.

**19.3** Should the District's RIF necessitate identifying additional employees for layoff, the District shall choose among those Annual Contract employees with a completed Overall Evaluation Rating according to the following criteria. The District will identify all Annual Contract teachers District-wide assigned to teach the course codes needing further reduction and identify their areas of certification currently on file. As required by Florida Statute 1012.33, the completed evaluations will be reviewed and the total points earned on the last evaluation for each employee will be identified. The District will identify the required number of employees for RIF based upon those Annual Contract employees who have earned the fewest points on their current Overall Evaluation Rating. Should two or more Annual Contract employees tie, the points earned on the previous year's Overall Evaluation Rating shall be used in like manner to determine the potential layoff order. Should previous Overall Evaluation Ratings be insufficient to break a tie, the selection will be made by drawing lots. The Association shall receive an initial list of potential Annual Contract employees to be laid off including their SAP#, current assignment, certifications on record, and the total points received on their current Overall Evaluation Rating noting any additional tie breaker used to determine the potential layoff order. If there is a Probationary Contract teacher in a position for which the employee would be fully qualified, the Annual Contract teacher will be assigned into the position and the probationary contract employee will be reviewed under 19.2 for potential layoff.

**19.3-1** Each employee identified in 19.3 for potential layoff will have their Overall Evaluation Rating score compared with all other Overall Evaluation Rating scores for Annual Contract teachers assigned to positions for which the employee is highly qualified. The Annual Contract employee with the lowest Overall Evaluation Rating score will be identified for potential layoff. The process will be repeated until the employees with the lowest Overall Evaluation Rating scores have been identified. Should a tie score be identified throughout this process, the procedure in 19.3 to determine Layoff order shall be followed.

**19.4** Should the District's RIF necessitate identifying additional employees for layoff, the District shall choose among those remaining employees according to the following criteria. The District will identify all teachers Districtwide assigned to teach the course codes needing further reduction and identify their areas of certification currently on file. The District shall first select from among the Professional Service Contract (PSC) teachers, and, if not enough PSC teachers are available, Continuing Contract (CC) teachers. As required by §1012.33, *Florida Statutes*, the completed evaluations will be reviewed and the total points earned on the last evaluation for each employee will be identified. The District will identify the required number of employees for RIF from among the PSC teachers based upon those employees who have earned the fewest points on their current Overall Evaluation Rating. Should two or more employees tie, the points earned on the previous year's Overall Evaluation Rating shall be used in like manner to determine the potential layoff order. Should previous Overall Evaluation Ratings be insufficient to break a tie, the selection will be made by drawing lots. The Association shall receive an initial list of potential employees to be laid off including their SAP#, current assignment, certifications on record, and the total points received on their current Overall Evaluation Rating noting any additional tie breaker used to determine the potential layoff order. The same process will be used if it is necessary to identify any CC teacher for a RIF. If there is an Annual Contract or Probationary Contract teacher in a position for which the employee would be fully qualified, the PSC or CC teacher will be assigned into the position and the Annual Contract or Probationary Contract employee will be reviewed under 19.3 for potential layoff.

**19.4-1** Each employee identified in 19.4 for potential layoff will have their Overall Evaluation Rating score compared with all other Overall Evaluation Rating scores for teachers assigned to positions for which the employee is highly qualified. The employee with the lowest Overall Evaluation Rating score will be identified for potential layoff. The process will be repeated until the employees with the lowest Overall Evaluation Rating scores have been identified. Should a tie score be identified throughout this process, the procedure in 19.3 to determine Layoff order shall be followed.

**19.5** A teacher whose job is being eliminated as part of a reduction in force shall be notified in writing concurrent with declaration by the District of impending layoff.

**19.6** No new teachers shall be hired to fill positions for which teachers on layoff are certified and qualified until laid off teachers have been offered teaching positions for which they are certified and/or qualified.

**19.7** Any teacher who has been laid off shall be recalled in inverse order (most senior), within the term of his/her contract, to the first vacancy in the District for which said teacher is qualified and/or certified to teach. Any Annual Contract teacher on layoff will be maintained on the recall list until a period of one year has elapsed.

**19.8** Within fifteen (15) days of the receipt of a certified letter of recall, a teacher shall notify the Human Resource Services Division in writing as to whether he/she will accept reemployment. Failure to respond to the letter of recall within the time required terminates the teacher's right of recall.

**19.9** Any teacher who would have qualified for regular retirement during the reduction year shall be permitted to teach that year so as to acquire needed service for regular retirement. After that year of teaching, he/she shall be subject to all procedures of personnel reduction.

**19.10** Upon reemployment of the teacher, all rights related to salary, fringe benefits and seniority shall be restored.

**19.11** Laid-off teachers may pay, on a monthly basis, the premiums for group life and hospitalization for a period up to one year. This benefit may be extended as defined by COBRA (Consolidated Omnibus Budget Reconciliation Act) legislation.

## **ARTICLE XX – PAID LEAVES**

**20.1 Sick Leave.** Teachers who are employed on a full time basis and who are unable to perform their duties because of their own illness, or because of the illness or death of father, mother, brother, sister, husband, wife, child or other close relative (including in-laws) or member of their own household, shall be entitled to sick leave. Sick leave shall be credited as follows:

Each member of the instructional staff employed on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year and shall thereafter earn one (1) day of sick leave for each month of employment, which shall be credited to the member at the end of that month and which shall not be used prior to the time it is earned and credited to the member. However, the member shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. The maximum number of sick leave days that can be earned is twelve (12). Such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave a member of the instructional staff may accrue, except that at least one-half of this cumulative leave must be established within the District granting such leave.

**20.1-1** In the instance of an employee who has been the subject of disciplinary action for absenteeism, the Superintendent may require a certificate of illness from a licensed physician or mid-level practitioner for any illness-related teacher absence.

**20.1-2** Sick leave for teachers working beyond regular 196-day contract, including summer school teachers, will be calculated to the nearest 1/2 day using a 19.6 divisor.

**20.1-3** Each teacher will be given written notice of his/her accrued sick leave with each paycheck.

**20.1-4** A teacher shall have the right to use sick leave in one-half (1/2) day units.

**20.1-5** The Polk School Employee's Sick Leave Bank shall be maintained in accordance with the provisions established by the Sick Leave Bank Committee. The Association shall appoint members to the Sick Leave Bank Committee in proportion to the percentage of its members in the Bank.

**20.1-6** A teacher working a 12-month schedule who has exhausted accrued sick leave may use accrued vacation leave without providing advanced notice for up to 40 hours (based on an eight (8) hour work day) per fiscal year (July 1 – June 30). An employee working four (4) hour days may use up to 20 hours per fiscal year. Written verification from a licensed physician is required for use of vacation leave in lieu of sick leave.

**20.2 Personal Leave Chargeable to Sick Leave.** Teachers shall be permitted to be absent six (6) days each school year for personal reasons and these days shall be charged against accrued sick leave when used. This leave shall be non-cumulative. A teacher planning to use a personal leave day or days shall notify his/her principal or immediate supervisor at least one day (24 hours) in advance. The teacher shall not be required to give reasons for such leave except on such days as specified in this article. Sick leave used for personal reasons may not be used during the first five (5) days or the last five (5) days in which the students are in attendance, or immediately before or after the scheduled holidays of Labor Day, Thanksgiving, Winter Break, Spring Break, Memorial Day, preceding or following recognized holidays provided students are in attendance, or on a Staff Development Day as designated in the District Calendar, except in case of emergency. The teacher shall be required to give reasons when claiming an emergency. Teachers shall not be required to use personal leave chargeable to sick leave to attend a conference when their attendance is required by the administration.

**20.3 Bereavement Leave.** An employee may be granted up to two (2) additional paid days of Bereavement Leave for the death of an immediate family member **which is defined as** father, mother, brother, sister, husband, wife, child or member of their own household). **Bereavement leave is also available for the following extended family members, which is defined as grandparent, grandchild, aunt, uncle, mother in-law, father in-law, brother in-law or sister in-law.** Bereavement Leave is not transferrable or accruable and must be used within thirty (30) calendar days of the death. Application shall be made to the immediate supervisor in advance whenever possible. The employee will not be paid Bereavement Leave during non-scheduled workdays. Employees must provide a copy of the obituary, **funeral notice**, or other satisfactory document **attached to** the Employee Application for Leave Form. Details about the family member's relationship may be required.

**20.4 Illness in Line of Duty Leave.** Illness in the line of duty is granted up to a maximum of ten (10) days per year when any teacher is absent from his/her duties because of personal injury received in the discharge of his/her duty, or because of illness from any contagious or infectious diseases contracted in school work. Any personal injury received while on duty will be considered as a qualifying injury under this policy, provided the injury is reported to the immediate supervisor within twenty-four hours or by the end of the next workday. Any employee who has claim for compensation while absent because of illness/injury incurred on the job shall file a claim within five (5) working days following his/her return from such absence. Contagious or infectious diseases refer to those normally related to children such as measles, chicken pox, and mumps. Additional emergency sick leave may be granted out of local funds for such terms and under such conditions as the Board shall deem proper.

**20.5 Verification of Leave.** Upon return from leave the teacher will request from his/her principal or immediate supervisor and will be provided the necessary forms for verification of absence. Such completed forms shall be submitted to the immediate supervisor following the teacher's return from leave.

**20.6 Professional Summer School Leave.** Teachers who wish may apply for leave to attend summer school.

**20.6-1** Teachers who have not been reappointed to teach in Polk County the next school term will not be granted professional leave, and personnel who were not employed during the preceding year cannot be granted professional leave if they find it necessary to miss the opening of school or to be absent during pre-school because of college obligation.

**20.6-2** Five (5) days of professional summer school leave with pay may be granted to teachers attending colleges or workshops when the schedules are such that leave is necessary. The application for such leave must state the last day of registration or entry that can be made without penalty. Any leave exceeding five days must be personal leave. No summer school leave will be granted while the students are still in attendance. Teachers may appeal this decision to the Personnel division for review and possible approval by the Superintendent.

**20.6-3** Professional summer school leave will only be granted to personnel to attend summer school as students receiving instruction and in no case will such leave be granted for those who accept positions as teachers or instructors for pay.

**20.7 Jury Duty.** Any teacher who is called for jury duty, subpoenaed as a witness in a case not involving personal litigation, subpoenaed by a court as a result of job-related incidents, or as a witness on behalf of the Board shall be given leave and paid his/her full salary. The teacher must return to duty if he/she is dismissed from further duty by 11:00.

**20.8 National Guard and Reserve Training Leave.** Any teacher who is a member of a national military reserve unit or the National Guard shall be allowed up to seventeen (17) days without loss of pay or other accumulated leave when ordered to active duty by the appropriate unit during the regular school term.

**20.9 Temporary Duty Assignment.** Teachers may request and may be granted temporary duty reassignment at the discretion of the Superintendent. Such temporary duty shall be considered equal to the regular duties of the individual, and teachers performing such assigned temporary duties shall not be considered to be on leave. Temporary duty reassignment may be granted upon request for attendance at state, regional or national academic area conferences. Special consideration shall be given for those persons who hold office in such organizations and/or have been invited to make a major presentation at said conference.

**20.10** Teachers who fail to notify their principal or immediate supervisor prior to taking a leave for which they wish to be paid may be charged with personal leave without pay, except in case of emergency.

**20.11** Upon notice to the principal/immediate supervisor, adoptive parents may use no more than five (5) days of accrued sick leave after exhausting personal leave chargeable to sick leave for adoption and/or prior to receiving custody to fulfill verified requirements for adoption which require the teacher's absence from school.

**20.12 Administrative Leave.** The Superintendent has the authority to place an employee on administrative leave if the Superintendent believes that it is in the best interests of the students, staff, or community.

**20.12-1** If an administrative leave extends beyond ten (10) workdays, the employee and the Association will be notified by the Director of Employee Relations, or his designee, the reasons for the extension.

**20.12-2** The employee placed on administrative leave will continue to receive full pay. All rules for active employees will continue to apply.

**20.13 Military Leave** will be granted under the provisions of §1012.66, *Florida Statutes*, to employees who are required to serve or volunteer to serve in the armed forces of the United States or this state. Employees on military leave shall be paid the difference between their School Board salary and their military salary if their military salary is less; however, vacation and sick leave time will not accrue for unpaid or partially paid military leave time. At the termination of service, employees must make application for reemployment within six (6) months following the date of discharge or release from active duty. The Board shall have a period not to exceed ninety (90) days to reassign the employee to duty in the school system. Such employee shall be offered his/her former position or offered a substantially similar position for which he/she is fully qualified.

## **ARTICLE XXI – UNPAID LEAVES**

**21.1** Unless otherwise specifically provided by law, the granting of leave shall be at the discretion of the Board. When it is granted by the Board, it shall be allowed on the basis of policies designed to protect the operation of the schools against undue interruption because of absence of personnel.

**21.2** Leave granted on the request of a teacher shall be for particular purposes or causes which shall be set forth in a written application for leave. The Board reserves the right to determine that the leave is used for the purposes or causes set forth in the application and if not so used, the Board shall cancel such leave.

**21.3** Leave shall be officially granted in advance and shall not be granted retroactively, provided that leave for sickness or other emergencies may be deemed to be granted in advance if prompt report is made to the proper authority.

**21.4 Educational Leave.** Up to a year of Educational Leave may be granted to teachers who **have worked for the District continuously for at least seven (7) years in this bargaining unit**. This leave is for the purpose of engaging in full-time activities as a student, which will result in his/her professional benefit or advancement. Application for such leave shall be submitted to the Superintendent in a timely manner to allow the immediate supervisor to secure a qualified replacement. **The teacher shall notify the principal no later than November 1 if he/she intends to return the second semester, or by March 1 if he/she intends to return the first semester. Such teacher shall be assigned by the beginning of the next semester.**

Upon return from such leave, the teacher shall be offered his/her former position or if it has been eliminated, a substantially similar position for which he/she is fully qualified.

**21.5 Medical Leave.** Teachers may be granted up to one (1) year of Medical Leave for illness to themselves or members of their household. A statement of medical justification from a licensed physician must accompany the application for leave, and a licensed physician's statement may be required for reinstatement from leave.

**21.5-1 Family Medical Leave Act (FMLA) Leave.** Teachers who have been employed for at least 1,250 hours over the previous twelve (12) months may apply for a leave of absence under the Family and Medical Leave Act (FMLA) and the provisions of Polk County School Board's Family and Medical Leave Procedures for up to twelve (12) weeks during a school year for eligible reasons. Teachers granted this leave who are eligible and receive insurance under Article XXIII shall maintain this coverage for the duration of the leave, paid for as it was prior to initiating leave. The employee will have the option to use available paid leave days (sick, personal chargeable to sick, and/or vacation) concurrently with FMLA leave. The School Board shall require medical certification from employees returning from Medical leave, and the employee will be restored to the same position held prior to the start of the leave.

**21.6 Parental Leave.** A Parental leave of absence may be granted to a teacher for the purpose of child rearing to commence at the birth of a child or the date of the adoption of a child and may continue for up to twelve (12) months.

**21.7 Return from Medical or Parental Leave.** Teachers returning from Medical Leave or Parental Leave within one year shall have the right to return to the same, if certified or, if that position has been eliminated substantially equivalent position provided that Annual Contract teachers must have been recommended, or would have been recommended, for reemployment by their principals. The teacher shall notify the principal no later than November 1 if he/she intends to return the second semester or by March 1 if he/she intends to return the first semester. Such teacher shall be assigned by the beginning of the next semester.

A teacher returning from Medical Leave more than one year after leave commenced shall notify the Superintendent by November 1 if he/she intends to return the second semester or by March 1 if he/she intends to return the first semester, and shall, by the beginning of the next semester, be assigned to the first available vacant position in the District for which he/she is qualified, provided that if more than one (1) teacher has given notice pursuant to this paragraph. The teacher who gave such notice at the earliest date shall be assigned to the position in question.

**21.8 Public Service Leave.** A teacher, upon annual application as provided in 21.4, may be granted a leave of absence without pay for the duration of the elected term(s) to serve in public office. Upon return from such leave, the teacher shall be offered a position in the District for which he/she is certified and qualified.

**21.9 Personal Leave.** Up to a year's Personal Leave without pay may be granted one time only for teachers who **have worked for the District continuously for at least seven (7) years in this bargaining unit, and includes** all approved leaves, except leave for public office and Charter. In extenuating circumstances additional leave, not to exceed one year, may be requested of the Superintendent. All requests for extended personal leave without pay must be approved by the immediate supervisor before being submitted to the Superintendent. Upon return from such leave, the teacher shall be guaranteed a teaching position in the school district.

**21.10** Any teacher granted a leave of absence as provided in this article shall have the option to remain on active participation in all insurance programs for the duration of the leave, provided that the premiums for insurance programs be paid by the teacher on a monthly basis in advance of the month due. During the period of the leave, the teacher shall maintain the following at the same level as when leave commenced:

- 1) credit on the salary schedule
- 2) credit for seniority
- 3) credit for accumulated sick leave
- 4) maintenance of membership in the sick leave bank

Any teacher who is appointed to a civic board shall be granted personal leave without pay to attend meetings, not to exceed ten (10) days per school year. Teachers duly elected to City Commissions will be granted personal leave without pay to attend all authorized meetings. All such leaves shall be taken in full day increments only.

**21.11 Charter School Leave of Absence.** A teacher may apply for Charter School Leave for the school year and have it granted annually. Teachers applying for this leave are not required to be on a Continuing or Professional Service Contract and shall not be subject to the years of service requirement as stated in 21.9 of this contract. The initial request for Charter Leave must be submitted to the Human Resource Services Division no later than 30 calendar days prior to the effective date of the leave. Requests for renewal of Charter School Leave must be submitted by March 15 of each year if the employee wishes to renew this leave for the next school year. If Charter School Leave is not requested by this date, the teacher shall be considered terminated from the District and so notified in writing.

**21.11-1 The teacher returning from Charter School leave shall notify the Human Resource Services Personnel Department no later than November 1 if he/she intends to return the second semester or by March 1 if he/she intends to return the first semester.** Placement of teachers upon return from this leave will occur for the next opening for which they are qualified. District teachers who are currently working and those teachers covered in 21.7 shall be placed first.

**21.11-2** Teachers returning from Charter School Leave who begin the first day of the contract year will be eligible for insurance at the beginning of the month following their first contract day. Teachers who return from Charter School Leave following the first contract day will be eligible for insurance following 90 days of continuous employment.

**21.12 Domestic Violence Leave.** An employee who has provided advance notice and who has been employed full time by the District for at least three (3) consecutive months shall be permitted to request and, upon approval, take a maximum of three (3) working days of unpaid leave from work in the school year if the employee, or, a family or household member of an employee is the victim of domestic violence.

An employee seeking leave under this section must, before receiving the leave, exhaust all annual or vacation leave, personal leave, and sick leave. Should sick leave be the only available leave remaining, the Superintendent or designee may waive this requirement if the reason for the request does not fall within the requirements for the use of sick leave.

**21.12-1 The purposes of Domestic Violence Leave include:**

- a. To seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;
- b. To obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
- c. To obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;

- d. To make the employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or
- e. To seek legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court related proceedings arising from the act of domestic violence.

**21.12-2 Procedures and Definitions.**

- a. "Family or household member" is as defined in §741.28(3), *Florida Statutes*. "Family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.
- b. "Domestic violence" is as defined in §741.28(2), *Florida Statutes*, or §741.313(1)(a), *Florida Statutes*. "Domestic violence" means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member. §741.28(2), *Florida Statutes*.

"Domestic violence" means domestic violence, as defined in §714.28, or any crime the underlying factual basis of which has been found by a court to include an act of domestic violence. §741.313(1)(a), *Florida Statutes*.

- c. The employee requesting Domestic Violence Leave must notify the principal/supervisor at least two (2) school days in advance of the anticipated absence except in cases of imminent danger to the health or safety of the employee, or to the health or safety of a family or household member.
- d. The Superintendent's Office must keep information relating to the employee's leave under this section confidential and exempt from disclosure pursuant to §119, *Florida Statutes*.

**ARTICLE XXII - PROFESSIONAL COMPENSATION**

**22.1** All full-time teachers, with the exception of JROTC instructors, school psychologists, and secondary guidance counselors (defined as guidance counselors in schools housing seventh grade or above), will be paid for 196 days according to the salary schedule as shown in Appendix B.

**22.1-1** The standard year employment for psychologists is 216 days, however flexible length contracts of 196 days or 247 days may be made available at the discretion of the Coordinator of Psychological Services. Requests for the flexible contracts are voluntary and positions will be filled according to seniority as defined in Article XIX, Section 19.2. A balance of flexible contracts will be maintained. Psychologists may be permitted to change to a flexible contract before each new school year through the Coordinator of Psychological Services. School psychologists performing psychological assessments of students on Saturday will be paid based on the Adult School Salary Schedule as shown in Appendix D. If a student is a no show the School Psychologist shall

remain at the worksite for two (2) paid hours. Should there be more psychologists requesting these assignments than available referrals, assignments will be given according to seniority in the county.

**22.1-2** JROTC instructors shall be given the option, at the beginning of the school year, of going on the teacher salary schedule or be paid on the basis of the Board's agreement with the various branches of the armed services.

School psychologists and secondary guidance counselors shall be paid for 216 days according to the salary schedule shown in Appendix B.

**22.1-3** All teachers employed in the Polk Virtual School program shall observe the traditional calendar. Polk Virtual School instructional personnel shall be paid according to the salary schedule shown in Appendix E.

**22.1-4** College and Career Specialists will be paid for 216 days according to the salary schedule as shown in Appendix B.

**22.1-5** Grant writers must adhere to the salary schedule (Appendix D, or in accordance with Article 22.18) when making budgets for teacher pay schedules.

**22.2** Teachers hired for the first time in Polk County will be placed on the appropriate step of the salary schedule (Appendix B) based upon verified out-of-county experience provided the out-of-county experience is verified in writing within 90 days of the date of hire.

Upon written request credit will be allowed for time spent on active duty military service in the armed forces of the United States up to four (4) years; a minimum of one full calendar year of active service is required, up to fifteen (15) years credit will be allowed for JROTC instructors; up to one (1) year of service in the Peace Corps will be credited for salary purposes. However, no more than fifteen (15) total years will be allowed for out-of-county experience including military service in the armed forces of the United States and Peace Corps.

Per §1012.01, *Florida Statutes*, full credit on the salary schedule will be given for Florida public school experience. A year of experience on the salary schedule will be allowed when a teacher works one (1) day more than one-half the days of a full teacher contract year. When experience credit has been earned by current District teachers but not granted for the prior year, newly hired teachers shall also have the credit withheld for that year until current district teachers and newly hired teachers are granted the credit simultaneously.

**22.3** Teachers who were previously classroom paraeducators in Polk County will be credited for one (1) year on the teacher salary schedule for each two (2) years of service credited as a classroom paraeducator. Request for credit shall be submitted in writing to the personnel office no later than ninety (90) calendar days after the first working day of the school year.

**22.3-1** Teachers who were previously employed as full-time Polk County School Board non-union professional/technical personnel will be awarded one (1) year of

experience credit on the teacher salary schedule for every one (1) year of related service. Verification of experience credit must be received by the Human Resource Services Division Personnel Department within ninety (90) calendar days from date of hire to be paid retroactively to date of hire. Experience verification received more than 90 calendar days from date of hire will be effective on the date received by the Human Resource Services Division Personnel Department. A year of experience on the salary schedule is defined as working one day more than one-half the contracted days of the professional/technical position. Up to fifteen (15) total years will be allowed for related out-of-district experience in addition to all years of related in-county experience.

**22.3-2** Teachers who were previously employed full-time by a regionally accredited public or private school (K-12 or college/university level) will be awarded one (1) year of credit on the teacher salary schedule for every one (1) year of service. Verification of experience credit must be received by the Human Resource Services Division Personnel Department within ninety (90) calendar days from date of hire to be paid retroactively to date of hire. Experience verification received more than 90 calendar days from date of hire will be effective on the date received by the Human Resource Services Division Personnel Department. A year of experience on the salary schedule is defined as working one (1) day more than one-half the contracted days of the position.

**22.3-3** Teachers who were previously employed full-time by a non-regionally accredited public or private school (K-12 or college/university level) will be awarded one (1) year of credit on the teacher salary schedule for every two (2) years of service. Verification of experience credit must be received by the Human Resource Services Division Personnel Department within ninety (90) calendar days from date of hire to be paid retroactively to date of hire. Experience verification received more than 90 calendar days from date of hire will be effective on the date received by the Human Resource Services Division Personnel Department. A year of experience on the salary schedule is defined as working one (1) day more than one-half the contracted days of the position.

**22.4** In order to be compensated for advanced degrees, all requirements must be completed and officially verified by Human Resource Services. Salary adjustments will be reflected retroactively to the date that the transcript was received by Human Resource Services.

**22.5** Teachers hired to work on supplemented assignments extending beyond the regular school workday will be paid for their duties in accordance with the supplementary salary schedule as set forth in Appendix C and all other provisions of this agreement.

**22.6** Teachers whose regularly assigned service is required beyond 196 days will be paid at the rate of 1/196 of their annual contracted salary for each day of service. The principal/immediate supervisor may recommend a supplemental contract for the number of days for which their services are required.

Agriculture, home economics, vocational teachers and media specialists shall be notified by April 1, others as soon as practicable as to the number of days beyond the 196 days for which their services will be required. The Superintendent will assign teachers to work beyond the 196 days as equitably as practicable among all the qualified teachers in the same classification who regularly perform such assignments. Assignment schedules beyond the 196 days shall not be made arbitrarily and shall be made only to meet program needs of the District and/or to meet FDOE standards.

School psychologists and secondary counselors shall work the same 196-day schedule as classroom teachers. The additional twenty days shall be designated annually by the principal/supervisor. The employee shall be given his/her work assignment no later than the last student contact day for the contract year beginning July 1.

**22.6-1** When Technical College state licensure programs require additional hours beyond the contractual workday, the administration shall meet with the affected instructors to discuss the best manner in which to meet said requirements within the confines of the contract. After meeting with the affected employees, the administration shall determine whether extended contracts or additional pay as referenced in 22.11 best addresses the scheduling needs for the following school year. The administrator shall also notify said employees at least two weeks prior to the end of the school year.

**22.7** Summer school offerings at the technical centers will be based on student needs. If enrollment requirements are met, instructors will be placed on an extended contract and paid their daily rate. Those classes not meeting enrollment requirements may be offered an hourly contract and paid according to Appendix D of the Salary Schedule.

**22.8** The hourly salary schedule for adult education, extended learning, summer school and teachers of career education part-time classes will be as set forth in Appendix E. Teachers who work the Exceptional Student Education (ESE) Summer Extended School Year (ESY) will be paid at their regular hourly rate of pay.

**22.9** At the request of the Superintendent, a high school teacher may volunteer on a semester basis to teach all the student contact time and be paid one sixth (1/6) of his/her salary for the semester. This section shall not be used to circumvent the hiring of additional full time teachers.

**22.10** At the request of the Superintendent, a middle school teacher may volunteer on a semester basis to teach all the student contact time and be paid one-sixth (1/6) of his/her salary for the semester. This section shall not be used to circumvent the hiring of additional full time teachers.

**22.10-1** At the request of the Superintendent, elementary school teachers that teach all the student contact time on a daily basis will be paid for an additional hour at an hourly rate based upon their contractual daily rate of pay for a maximum of 180 days. Teachers will not be required to spend additional time beyond their regular day. All scheduling options must have been exhausted before an administrator will receive permission for this variance. The appeal process for this variance is defined in the Staffing Plan.

**22.11** Teachers at the Area Technical Colleges who exceed the provisions in section 6.2-2 and 6.2-3 shall be paid at an hourly rate based upon their contractual daily rate of pay. This provision does not apply to part-time evening adult teachers.

**22.11-1** Teachers in alternative education programs for “at risk” students including Bill Duncan Opportunity Center, Don Woods Opportunity Center, the Teen Parent Program, South County Center, New Horizon Learning Center, and the Florida Sheriffs Youth Villa, shall work a seven (7) hour day consisting of no more than 330 minutes per day of instructional contact time and 300 minutes per week of planning time. Teachers in such programs who have 270 minutes or less of instructional contact time per day shall be assigned to no more than seven and three-quarter hours per day.

**22.12** The Board shall provide terminal pay for accumulated sick leave to any employee who has worked for the Board at least one year or to the employee's beneficiary without regard to length of service if service is terminated by death. Such terminal pay shall be in the amount determined by the daily rate of pay of the employee in the final year of employment.

- I. Such terminal pay shall be in the amount determined by the daily rate of pay of the employee at the time of termination and the number of years of service in Polk County. Calculations shall be made as follows:
  - (a) During the second and third year of service, the daily rate of pay multiplied by 35% times the number of days of accumulated sick leave;
  - (b) During the fourth, fifth and sixth years of service, the daily rate of pay multiplied by 40% times the number of days of accumulated sick leave;
  - (c) During the seventh, eighth, and ninth years of service, the daily rate of pay multiplied by 45% times the number of days of accumulated sick leave;
  - (d) During and after ten years of service with the Board, the daily rate of pay multiplied by 50% times the number of days of accumulated sick leave;

**Exception:** Payment for sick leave earned prior to July 1, 1985 and after thirteen years of service in Polk County, shall be paid at 100% of the daily rate of pay at the time of conclusion of service with the Polk County School Board.

**22.12-1** Any employee shall have the option to request delay of payment for sick leave days as terminal pay by notifying the Payroll Department in writing prior to the last scheduled workday of employment. For employees not being offered employment for the following school year, such days shall remain available for transfer as per §1012.61, *Florida Statutes*, with the employee being responsible to provide any required documentation prior to the first scheduled work day of the new school year. Terminal pay will be processed immediately if such notification is not received by the first scheduled work day of the new school year.

**22.13** Upon appropriate written authorization by the teacher, the Board shall deduct for annuities, credit union, United Way, insurance or other plans or programs jointly approved by the Association and Board. The Board agrees to promptly disburse said sums.

**22.14** Deductions for personnel during the regular school terms for daily absences not covered by the provisions of the agreement shall be made at the rate of 1/196 of the annual contractual salary per day.

**22.15** Salaries for teachers who were employed as of the last day of the school year and continue employment the following year shall be paid in twelve (12) equal payments over twelve (12) months. Said payment shall begin in August and be made on the last workday of each month during the school term (excluding June) and on the last weekday of each month during June, and July.

**22.15-1** Teachers working in July will be paid at the end of July for time worked in July. These employees will receive one check for holdback for the previous school year (issued one day before the end of the month) and one check for work in July issued on the last workday in July.

**22.16** Evening adult school and Polk Virtual School checks shall be distributed to the teachers on the next scheduled pay date following the month during which the services were performed. Summer school checks shall be distributed on the next scheduled pay date following the month in which summer school is completed. Teachers will be provided at least a two month notice before this change is implemented.

**22.17** Teachers hired by the Board to perform as a consultant and who work beyond the regular school day will be paid at the rate listed for their qualifications on the Adult Education Teacher Salary Schedule.

**22.18** Teachers required by the Board to participate in workshops or conferences on other than a regular school day will be paid at the rate of \$18.09 per hour.

### **22.19 Overpayments**

Employees who were overpaid for any reason other than those specified in Section 22.20 shall receive written notice of the overpayment and the opportunity to discuss the matter with the Human Resource Services Division. The employee shall be notified in writing. The payment or recovery of payroll errors shall be limited to the sum overpaid during the current fiscal year and the previous fiscal year. In addition, payroll records will be corrected for all future wage and/or salary payments.

**22.19-1** The repayment of overpayments shall occur as soon as reasonably possible following notification. Repayment schedules shall be reduced to writing and show the total amount owed and the dollar amount of each installment with the end date. In the event that the employee will not agree to a repayment schedule, recovery of the overpaid sums shall not exceed three percent of the gross pay per pay period until the repayment plan is satisfied. In the event of a factual dispute regarding the reason for or amount of an overpayment, the sole remedy shall be a hearing before a hearing officer agreed upon by the Superintendent/designee, and the Association/employee from a mutually established list of three attorneys. The decision of the hearing officer shall be final and binding. The cost of the hearing shall be borne equally by each side.

**22.19-3** Should the number of annual pay periods be changed, the repayment schedule will be restructured accordingly.

**22.20** In the event an employee is paid for leave time, and/or time not worked, that is determined to be unearned, such overpayment may be withheld in full during the next pay period(s). In the event of an employee's termination for any reason, any and all sums due the School Board may be withheld in full from any sums otherwise due to the employee.

**22.21** In the event an employee believes an overpayment or underpayment has occurred, the employee must report the suspected overpayment or underpayment to the worksite payroll secretary who will begin researching and processing as appropriate.

### **22.22 Underpayments**

Underpayments shall be calculated for the previous 24 months from the date the error is discovered or the date the employee notifies the District in writing, whichever is earlier. Underpayments shall be calculated and paid to the employee within the next two regularly scheduled payroll cycles. Regardless of the length of time an underpayment has been ongoing, payroll will be corrected for all future salary payments. Once an underpayment has been corrected, it may not be later rescinded as an overpayment.

**22.23** Employees shall have access to the Staff Portal (<https://staff.mypolkschools.net/>) to view a complete salary detail to include job title, number of regular work hours for the pay period, base salary with the corresponding hourly rate, annual amount of each supplement for which the employee has qualified (as applicable) with the corresponding hourly rate, and total salary with the corresponding hourly rate.

**22.23-1** If an employee is eligible for a monthly recurring supplement payment, it will be reflected within the Staff Portal as part of the hourly rate, or listed as a monthly recurring payment. End of year supplements, paid after completion of services relative to the supplement, will only be reflected in the Staff Portal during the pay period in which payment is received.

**22.23-2** This information shall be available within 30 days following the first workday of each fiscal year. If an employee disputes the Staff Portal information he/she may discuss the matter with a representative of the Human Resource Services Division Personnel Department.

**22.24** Any teacher required by the Board to own or have continuing access to an automobile in order to properly perform their regular teaching duties shall be reimbursed for their school business travel at the per mile rate approved by the Board.

**22.25** Teachers hired for the first time in Polk County who would not be eligible for a paycheck in August will be given the option of having an advance against their initial paycheck.

**22.26** For the 2015-2016 school year, two Salary Schedules as required by Florida Statutes have been developed to replace the schedule in Appendix B. The Teacher Salary Schedule (the required Grandfathered schedule) is for all teachers who hold a Professional Service Contract (PSC) or Continuing Contract (CC). The Teacher Salary Performance Schedule, as statutorily required, is for all teachers who hold a Probationary Contract, Annual Contract, or are hired on a Limited Employment Agreement, and also for those teachers who accept Annual Contract status and choose to participate in performance pay. No teacher may change from the Teacher Salary Performance Schedule to the Teacher Salary Schedule.

**22.26-1** All teachers will initially be placed upon these two salary schedules as statutorily required for the 2015-2016 school year based upon their credited years of experience prior to the 2015-2016 year according to the Placement Matrix in Appendix B. After the initial implementation of the two salary schedules, the Placement Matrix based on years of experience in Appendix B will be used to place all new teachers.

**22.26-2** Level Movement on both Teacher Salary Schedules shall be bargained on an annual basis in addition to any changes to the Salary Schedules.

**22.26-3** Teachers receiving an overall evaluation rating of *Developing* and teachers who did not have a completed overall evaluation rating submitted to the Florida Department of Education (FL-DOE) shall be treated the same as teachers having an overall evaluation rating of *Effective* when determining salary and benefit changes annually. Only employees new to teaching and within their first three years are eligible to be *Developing*.

**22.26-4** The Teacher Performance Salary Schedule shows fractionalized levels based upon one third (1/3) of a step. Each level is identified by a number. Therefore, the term “step” in this contract shall mean the equivalent of three salary levels on the Teacher Performance Salary Schedule. For example, if a teacher is on Level 002, a one-step advancement would require the teacher to move to Level 005. For another example, a step for a teacher on Level 035 would be movement to Level 038 for a one-step advancement.

**22.26-5** Pay levels or steps will no longer equate to years of experience as required by Florida Statutes.

**22.27** In the event the Florida Legislature significantly changes the expected funding level received from Florida Education Finance Program (FEFP), including all of its components and at any time during the term of this agreement, the parties agree to discuss and review a concern raised by either party.

**22.27-1** In the event there becomes a reason to expect an excess of funding, the parties agree to determine the amount of such excess and discuss enhancing current employee compensation. The parties recognize that through mutual agreement and ratification by the parties, the current agreed upon compensation could be changed.

**22.27-2** In the event the District feels a need to declare “Financial Urgency” as outlined in §447.4095, *Florida Statutes*, the parties agree to follow the process as outlined in the statute.

**22.28** Any teacher voluntarily relinquishing their Continuing Contract (CC) or Professional Service Contract (PSC) to permanently become Annual Contract (AC) in the state of Florida as required by Statute in order to move from their Salary Schedule (Grandfathered Schedule) to the Performance Salary Schedule shall be placed at the Pay Level on the Performance Salary Schedule equal to their current salary. Any CC or PSC teacher choosing to permanently relinquish their contract entitlement with its guaranteed due process rights for maintaining continuing employment beginning the following school year shall submit a signed form as jointly developed by PEA and the District to Human Resource Services no later than June 30. The form shall fully outline the statutory differences between the Continuing Contract (CC), Professional Service Contract (PSC), and Annual Contract (AC).

## ARTICLE XXIII – INSURANCE

**23.1** The parties shall begin negotiations on health insurance in January no later than five (5) work days following the return from Winter Break. The Board agrees to provide one health insurance plan for all benefits eligible employees without cost to the employee. Pursuant to Florida law, changes to the health insurance plan that constitute a change in a mandatory subject of bargaining must be collectively bargained unless otherwise waived.

**23.1-1** The Union does not waive any collective bargaining rights with respect to health insurance.

**23.2** Benefits eligible employees are employees who work a minimum of 30 hours per week. Employees hired prior to October 1, 2013 with continuous employment are grandfathered for the purposes of benefit eligibility if working at least 18.75 hours per week. An employee hired after September 30, 2013 must work a minimum of 30 hours per week to be benefits eligible.

**23.3** The Board agrees to provide group term life in the amount of \$20,000 and accidental death and dismemberment insurance in the amount of \$10,000. The Board agrees to pay the premiums for this group term life insurance for all benefits eligible employees.

**23.4** The Board agrees to provide employee health clinic(s) for all employees. All Board employees are eligible to participate in the Polk County School Board Employee Health Clinic(s) as of their date of hire.

**23.5** The Board agrees to make available supplemental group term life insurance, dental and vision insurance for employees, and health, dental and vision insurance coverage for employee dependents, with all premiums to be paid by the employee.

**23.6** The effective date of health plan insurance for newly hired employees shall be the first day of the month in which the 90<sup>th</sup> day of employment occurs.

**23.7** Once the benefits eligibility waiting period has been met, each employee covered under this Collective Bargaining Agreement shall be enrolled in the Polk County School Board (PCSB) Health Plan with the applicable monthly employee contribution based on the coverage tier elected (e.g. Employee only, Employee+Spouse, Employee+one child). Failure to waive the PCSB Health Plan will result in automatic enrollment in the “Employee Only” coverage tier.

**23.8** The PCSB Health Plan is considered Section 125 of the IRS code which allows employees to use pre-tax dollars to pay the premiums. Benefit elections, including automatic enrollment must remain in effect until the next Annual Open Enrollment Period unless a qualifying event is experienced. Examples of qualifying events include but are not limited to marriage, divorce, birth, death, adoption, gain or loss of coverage.

**23.9** The Insurance Committee shall be established by the Superintendent to study and make recommendations concerning health, life, dental and vision insurance coverage. The Association may appoint up to six individuals to serve on the committee. Those six being the total number appointed by the Association for all bargaining units represented by the Association. The committee shall meet at a minimum four (4) times a year at the end of each quarter to review health insurance plan utilization data. The committee will make its recommendations to the Superintendent with copies to the Board at a date established by the Business Services Division’s Risk Management and Employee Benefits Department, but no later than sixty (60) days prior to the bid date, or thirty (30) days prior to expiration of the current policy, if no bids are to be taken.

## **ARTICLE XXIV – EMERGENCY SCHOOL CLOSING**

**24.1** If as determined by the Superintendent, circumstances of weather, energy crisis, power failure, lack of water or heat, work stoppage, epidemic or other civil or natural emergencies, including threats or acts of violence, make it impossible or unsafe to open the schools or to keep open a school or schools, then the Superintendent shall act in such emergency situations to preserve and protect the lives and property of pupils and staff personnel. Such absence(s) shall not result in loss of pay or accumulated leave days to the teacher.

**24.2** When an emergency confronts the schools of Polk County, notification of the closing of the schools shall be released for broadcast over appropriate radio and television stations as soon as possible.

## **ARTICLE XXV – SCHOOL COMMUNITY PROFESSIONAL DEVELOPMENT**

**25.1** The council of members shall be appointed as provided by the School Community Professional Development Act, §1012.98, *Florida Statutes*. Any interested teacher may submit to the Council his or her name for nomination. The Council shall also accept nominations from the Association as well as other interested groups or individuals. Prospective members of the Council shall be recommended to the Superintendent by the Council for his recommendation to the School Board.

**25.2** The five (5) year District master in-service plan shall have been reviewed by the Council prior to submission to the Superintendent, and their comments attached thereto for presentation to the Board.

## **ARTICLE XXVI – INTERN PLACEMENT**

**26.1** In the interest of providing optimum professional training, teachers supervising interns shall be certified in their assignments and shall be on Continuing Contract/Professional Service Contract or have three (3) years successful teaching experience. Florida Statutes require teachers supervising interns to show "evidence of clinical educator training" and demonstration of "effective classroom management strategies that consistently result in improved student performance."

Only teachers who volunteer to accept intern supervision assignments will be selected to serve as supervising/directing/cooperating teachers. A survey will be conducted in October and February each year to identify eligible, qualified volunteers.

**26.2** A supervising teacher shall not be assigned more than one intern during any regular school year.

**26.3** Upon request of the supervising teacher, interns will be required to arrange an interview with the supervising teacher at least two weeks prior to the beginning of the internship. Final placement will be made on the joint approval of the supervising teacher and the principal.

## ARTICLE XXVII – EXPERIMENTAL PROGRAMS

**27.1** The acceptance or rejection, planning, budgeting, implementing and evaluating of all experimental educational programs in Polk County schools shall include the active involvement of all teachers to be affected on the school level. On programs designated as experimental by the Board, the Association will be involved.

**27.2** The School Board and the Association recognize that arrangements in which employees share responsibility for decision making such as site-based decision making and innovations related to District Strategic Plan can foster the collegial exchange of ideas and information that can enhance effective professional practice and improve the educational process.

**27.3** The Association and the School Board reserve all collective bargaining rights under the law or existing collective bargaining agreements.

**27.4 Introduction.** In an effort to improve instruction and student performance in a school that earns a grade of “D” for two (2) or more consecutive years, or a school grade of “F,” the School Board and the Association agree to implement Section 27.6.

When a school having two (2) or more consecutive grades of “D,” or a designation of “F” Priority meets the District’s exit criteria, Section 27.6 and all subsections shall cease to be applied unless specifically stated otherwise. Schools designated as having two (2) or more consecutive grades of “D,” or a designation of “F” Priority, will not be required to receive displaced teachers.

It is important to note that though the first year is designated as a planning year that does not mean that interventions will not be implemented prior to the completion of the first year. Such interventions will be in keeping with the terms of the Collective Bargaining Agreement.

**27.4-1 Planning Year.** Following the initial designation of a school as having two (2) or more consecutive grades of “D,” or a designation of “F” Priority, a planning year will occur. During this planning year, the District and school will complete a rigorous evaluation of the existing leadership team, coaches, staff, curriculum, support/interventions and resource allocation. The Superintendent or Deputy Superintendent will meet at least monthly with the PEA President and share the results of the evaluation and the developing plan for turning around the students’ performance and the school grade. Before any documentation or template is submitted to the Florida Department of Education (FDOE) regarding the District’s Turnaround Plan, it will be shared with the PEA President who will be provided an opportunity for input with regard to contractual and legal concerns.

As part of a regularly held faculty meeting, the principal will, on a monthly basis, update the staff regarding the planning process and opportunities will be given for staff to share feedback. It is also agreed that it is in the best interest of both the students, staff, District and Association that the staff also be kept fully informed of the documentation or templates being submitted to FDOE.

The District shall ensure that the Teacher Evaluation System outlined in Article XV and the Instructional Evaluation System manual is implemented with fidelity each year following the school receiving two (2) or more consecutive grades of “D,” or a designation of “F” Priority. Observations will be performed as outlined and will be conducted over the designated time periods to allow for professional growth. Specific and actionable feedback shall be given as appropriate for each Essential Performance Criterion (EPC) marked less than *Effective* as outlined in Section 15.7.

If a teacher continues to perform below the *Effective* level in an identified EPC, the evaluator shall meet with the teacher to discuss the concerns and develop a plan for improvement utilizing the processes in the Collective Bargaining Agreement up to, and including, implementation of a Professional Development Plan (PDP). However, prior to the implementation of a Professional Development Plan (PDP), the use of the Instructional Assistance Conference (IAC) form for the purpose of guiding a professional conversation is strongly encouraged.

**27.4-2 Subsequent Years.** For subsequent years (after the initial first year), until such time as the school meets the District’s exit criteria for schools having two (2) or more consecutive grades of “D,” or an “F” Priority School:

Teachers with an overall *Effective* or *Highly Effective* evaluation for the previous year may apply, transfer, or be assigned to schools having two (2) or more consecutive grades of “D,” or an “F” Priority school.

Those teachers with less than an overall *Effective* evaluation for the previous year who have been given notice of performance concerns and ample opportunity to improve, as per Teacher CBA Article 15 and the Instructional Evaluation System manual may volunteer to be displaced, be involuntarily transferred or terminated according to the appropriate provisions of the Collective Bargaining Agreement.

**27.4-3 Early Return.** Any school with two (2) or more consecutive “D” grades, or a grade of “F” Priority, will be identified as an Early Return School that will return up to four (4) days prior to the first contracted workday of school year 2017-2018. Should there be insufficient funds available to finance all Early Return Schools, “F” schools shall have first priority.

The traditional pre-planning week continues as contractually outlined. All teachers throughout the District shall receive a reminder notification of this contract provision with their May paychecks explaining conditions that require returning early, the number of days and dates, and the methods by which affected teachers at Early Return Schools will be notified.

**27.4-4 Eligible Teachers.** In the identified schools, all teachers, including media specialists, school counselors, and school-based academic coaches, will participate in Early Return activities. Regardless of the subject taught, all teachers will be providing support in the areas of Reading, Math, and Science, as appropriate.

1. **Professional Development:** Early Return participants shall participate in both school-based and District-based Professional Development. School-based Professional Development shall include grade level and departmental collaborative planning, review of student learning growth data, job-embedded Professional Development on lesson study, and other instructional strategies. District-based Professional Development shall include training in Common Core Standards and content specific areas in support of increased learning.
2. **Compensation:** Eligible teachers will be paid their daily rate of pay for school-based Professional Development and planning.

## **ARTICLE XXVIII – GRIEVANCE PROCEDURE**

### **28.1 Purposes:**

- A. To set forth an orderly method for processing grievances to a resolution.
- B. To secure, at the lowest level possible, solutions to complaints or grievances.

### **28.2 Definitions:**

- A. A grievance is defined as (1) a claim by a grievant that there has been a violation, misinterpretation, misapplication, or inequitable application of the terms of this agreement; (2) a claim by a grievant that there has been a misapplication of a Board policy, rule, or regulation not covered by this agreement. A grievance concerning Board policy, rule or regulation, may only be carried through Steps I, II, and III.
- B. A grievant may be a teacher, a group of teachers, or the Association. Class action grievances shall be initiated by the Association at Step II.
- C. The employer is the School Board of Polk County, Florida, or those in the role of management for The School Board of Polk County, Florida.
- D. Days mean working days excluding Saturday, Sunday, and holidays.
- E. Immediate supervisor is that individual in the role of management for the Board. Each teacher shall have only one immediate supervisor at a particular school or department.
- F. Association shall mean the employee organization and its agents certified as the exclusive bargaining agent pursuant to Florida Statutes.

### **28.3 Procedures:**

- A. It is important that grievances be handled as rapidly as possible. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. If the grievant fails to initiate a grievance or submit to the next step within the time limits as provided, the problem will be deemed to have been resolved. If the immediate supervisor fails to respond to the grievance within the time limits as provided, the grievance may be carried to the next step immediately. However, time limits may be

extended by either party upon one day's written notice to the other party. Such extension shall not exceed ten (10) working days, except in cases of emergency.

- B. When grievance meetings and conferences are held during school hours, all employees whose presence is required by either party to provide information with regard to the grievance shall be excused from their regular duties without loss of pay. All meetings shall be by mutual agreement.
- C. When illness or other incapacity of the grievant or managerial representative of the Board prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the grievant or representative of the Board can be present.
- D. All documents, communications and records dealing with the processing of a grievance shall be filed separately from personnel files of the participants, and this information shall not be transmitted outside the District, except in court cases or subpoenas.
- E. In the case of a grievance in which the Association is involved, the Association and administration shall mutually agree on the date and time of all proposed grievance meetings, and the Association shall be advised in writing of the adjustments and dispositions beyond the informal procedure. In grievance cases where the Association is not involved in representing the grievant, the Association shall be advised in writing of all proposed grievance meetings, adjustments and dispositions beyond the informal procedure. The Association shall have the right to send an observer to all grievance meetings.
- F. In the event a grievance is filed on or after June 1, time limits for the informal procedure, Steps I and II shall consist of a total of seven (7) days so that the grievance may be resolved before June 30. If the grievance is continued to Step III, the Board shall consider this grievance within fifteen (15) days following the conclusion of Step II.
- G. During the informal procedure, if there are administrators present in addition to the principal and a member of his/her managerial staff, the teacher shall be entitled to have additional representatives of the Association, including staff.
- H. When the Association is made aware of a problem, it shall try to settle the problem informally with the principal. If, as a result of the discussion, a problem still exists, the Association shall, within ten (10) days, submit to the Assistant Superintendent of Human Resource Services or designee a completed copy of the grievance form. (Appendix A).
- I. At Steps I, II, III and IV, Association staff may be involved.

#### **28.4 Resolution Procedure:**

**Informal Procedure:** If a member of the bargaining unit believes he/she has a grievance, he/she shall first discuss the matter in good faith with his/her immediate supervisor in an effort to resolve the problem informally. This action shall take place within fifteen (15) days after the grievant knew or could reasonably have been expected to know of the event giving rise to the grievance.

At the informal procedure, the grievant may be accompanied by an Association member representative or an association staff representative. The immediate supervisor or principal,

may have a member of his/her managerial staff, or if none exists, an assistant principal from another school at the meeting in the event that the Association member representative is present. In this informal action, the grievant shall advise his/her supervisor of the particular section of the agreement alleged to have been violated. No record shall be maintained except for a dated and signed statement verifying the fact that an informal discussion has been held. The immediate supervisor will respond to the grievance within two (2) days after the informal meeting.

**Step I:** If as a result of the informal discussion with the immediate supervisor a grievance still exists, the grievant shall, within ten (10) days after the informal discussion, submit to the Assistant Superintendent of Human Resource Services, or designee, a completed copy of the grievance form (Appendix A). This time limit shall not apply in cases where the nature of the grievance is continuous, or when the resolution agreed to at the informal level has not been or cannot be implemented. Within ten (10) days after the receipt of the written grievance, the Assistant Superintendent of Human Resource Services, or designee, shall arrange and meet with the grievant and/or the Association in an effort to resolve the grievance. The Assistant Superintendent of Human Resource Services, or designee, shall indicate his/her disposition of the grievance in writing at the appropriate place on the grievance form within five (5) days after such meeting and send copies thereof to the grievant and the Association.

**Step II:** If the grievant is not satisfied with the disposition of the grievance at Step I, such grievant may appeal by filing a form, as contained in the appendices to this contract, with the Superintendent or designee, within fifteen (15) days after the receipt of the decision at Step I. The Superintendent or designee, shall arrange and meet with the grievant and/or Association within ten (10) days after the receipt of the grievance in an effort to resolve the problem. At least one day prior to the meeting each party shall give to the other a list of prospective participants. The Superintendent or designee, shall indicate his/her disposition of the grievance in writing within five (5) days after the meeting and shall furnish a copy thereof to the Association, the grievant and the immediate supervisor.

**Step III:** In the event the Association is not satisfied with the disposition of the grievance made at Step II, or if no disposition has been made within five (5) days of such meeting, then within ten (10) days thereafter, the grievance shall be transmitted to the Board by filing a copy with the chairman of the Board. The Board shall within fifteen (15) days meet publicly for the purpose of listening to any oral arguments presented by the grievant and/or Association and the Superintendent or Superintendent's designee. The grievant/Association and the Superintendent or Superintendent's designee shall simultaneously exchange briefs outlining their positions and related documents without oral testimony. The disposition by the Board shall be made and announced within three (3) days of the public hearing. A copy of such disposition shall be furnished to the Association, the grievant, the immediate supervisor, and the Superintendent.

**Step IV:** In the event the Association is not satisfied with the disposition of the grievance by the Board, the grievance may be submitted to arbitration before an impartial arbitrator. Notice of such submission shall be given in writing to the Superintendent and Superintendent's designee within five (5) days after the Association has received a written disposition from the Board. The arbitrator shall be selected from the American Arbitration Association in accord with its rules, which likewise govern the arbitration proceedings.

#### MISCELLANEOUS PROVISIONS:

1. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement.

2. The Board and the grievant shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding.
3. The Board and the Association shall share equally the fees and expenses of the arbitrator when the grievance is processed by the Association. Neither the bargaining agent nor the Board shall be responsible for the cost of grievance arbitration by a member of the bargaining unit when the grievance is not processed by the Association.
4. If the Board refuses to arbitrate a grievance arising under this agreement, the arbitrator appointed according to the above grievance procedure shall proceed on an ex parte basis.
5. Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this agreement.
6. No reprisals of any kind shall be taken against any party in interest participating in the grievance procedure.
7. Notwithstanding the expiration of this agreement, any grievance arising while the agreement was in effect may be processed through the grievance procedure until resolution.
8. Any teacher for whom a grievance is sustained shall be reimbursed in accordance with the award of the arbitrator.
9. The Association reserves the right to insure the proper use of the grievance procedure for the bargaining unit. If the Association has declined to process or further process any grievance presented to it, and if any employee or group of employees desire to process it or further process their own grievance through this procedure, the bargaining agent shall be sent copies of all written communications sent by the employer or the employee(s) involved. Further, nothing herein contained shall be construed to prevent any public employees from presenting, at any time, their own grievance in person or by legal counsel to the employer and having such grievance(s) adjusted without the intervention of the bargaining agent, provided however, that the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and provided further that the bargaining agent has been given notice and reasonable opportunity to be present at any meeting called for the resolution of such grievance.
10. Should either party request a transcript of the proceedings at Step IV, then the party shall bear the full costs of the transcript. If each party requests a transcript, the cost of the two transcripts will be divided equally between the parties.
11. Each party shall bear the full cost of its representation at all steps of the grievance procedure.
12. A teacher shall have the right to have an Association member representative present when a grievance is being discussed. In a case where no Association member representative is present to attend the informal procedure, the discussion may be postponed and the Association staff will have the right to appoint an Association member to attend the informal session.

13. The grievant may, after the informal procedure, present the grievance in writing to the Association who will provide an opportunity for a meeting with the grievant to decide the merits of the case within five (5) days after receipt of the grievance by the Association.

## **ARTICLE XXIX – MAINTENANCE OF STANDARDS**

**29.1** Should any provision of this agreement be declared illegal by a court of competent jurisdiction, or as a result of state or federal legislation, or as a result of changes in Florida State Board of Education Administrative Rules, said provision shall be automatically modified by mutual agreement of the parties to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of this agreement, if not affected by the deleted provision.

**29.2** No teacher employed within the bargaining unit shall, as a result of omission through oversight in the negotiation of this agreement, suffer a reduction in pay, loss of economic fringe benefits, or loss of experience credit previously granted.

**29.3** This agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with the terms of this agreement.

## **ARTICLE XXX – NO STRIKE**

The Association shall not authorize, sanction, condone, engage in or acquiesce in any strike as defined in §447.203 (6), 447.501 (2) (e), and 447.505, *Florida Statutes*. "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer, the concerted failure to report for work after the expiration of collective bargaining agreement, and picketing in furtherance of a work stoppage.

## **ARTICLE XXXI – BOARD'S RIGHTS**

The Board has the right to determine the purpose of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations.

The Board may direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of lack of work, or other legitimate reasons, provided, however, that the exercise of such rights shall not preclude employees or their Association from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of any collective bargaining agreement in force.

## ARTICLE XXXII – CHARTER SCHOOLS

### A. Notification to Polk Education Association

1. When the Polk County School Board receives an application for a charter school, the PEA will: Receive a copy of the application within ten (10) working days, or a mutually agreed upon extended time frame, and notify the Polk County School Board's bargaining agent of any possible impact of the proposed charter school on wages, hours, and the terms and conditions of employment of the bargaining unit members it represents.

### B. Voting Procedures for Conversion of an Existing School

1. Pursuant to §1002.33(3)(b), *Florida Statutes*, an application to convert an existing public school to a charter school must demonstrate the support of at least 50 percent of the teachers employed at the school. To the extent allowed by law, balloting to demonstrate such support shall be done by secret ballot, provide for adequate notification (no less than 24 hours) to all eligible teachers, provide a process which is clearly explained prior to the actual vote, and provide for votes to be counted by an impartial committee whose make-up shall be disclosed to the School Board as part of the application review process.
2. Pursuant to §1002.33(3)(b), *Florida Statutes*, an application to convert an existing public school to a charter school must also demonstrate the support of at least 50 percent of the parents voting whose children are enrolled at the school, provided that a majority of the parents eligible to vote participate in the ballot process. To the extent allowed by law, balloting to demonstrate such support shall be done by secret ballot, provide for adequate notification of all eligible parents, provide a process which is clearly explained prior to the actual vote, and provide for votes to be counted by an impartial committee whose make-up shall be disclosed to the School Board as part of the application review process.

## TEACHER CBA - ARTICLE XXXIII - CONTRACT TERM

The terms and conditions of this contract shall become effective as of July 1, 2016. Any and all grievances, which may be filed during the term of this contract, will be settled on the basis of the procedure and remedies as set forth in this Collective Bargaining Agreement.

In the event that the legislature imposes action affecting a section(s) of this agreement between the Board and the Association, the Board and the Association shall meet in negotiations to resolve any conflicts created by such imposed acts.

This Collective Bargaining Agreement shall remain in full force and effect through June 30, 2019 unless agreement is reached before that date. The parties agree that negotiations will continue on an ongoing basis in a collaborative, interest based approach to resolve problems, with salaries negotiated as agreed upon.

This Agreement shall not be extended orally.

POLK EDUCATION ASSOCIATION, INC.

By Marianne Rappaport  
President 12/1/17

THE SCHOOL BOARD OF POLK COUNTY,  
FL

By Dyan Liles  
School Board Chairman

By Jacqueline M. Byrd  
Superintendent

By Matthew J. Potts  
Associate Superintendent of Human Resource  
Services; Chief Negotiator

Date Recvd/Association \_\_\_\_\_ No: \_\_\_\_\_  
Date File/Association \_\_\_\_\_ Step: \_\_\_\_\_  
Rec'vd By: \_\_\_\_\_ Filed By: \_\_\_\_\_

**APPENDIX A**  
**OFFICIAL GRIEVANCE FORM**

Name \_\_\_\_\_ School \_\_\_\_\_

Address \_\_\_\_\_ Assignment \_\_\_\_\_

Home Phone: \_\_\_\_\_ School Phone: \_\_\_\_\_

Date of Incident \_\_\_\_\_

Relevant Article(s) \_\_\_\_\_ Of Contract - Policy \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

Disposition: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Date Received \_\_\_\_\_ By \_\_\_\_\_

Date Received \_\_\_\_\_ By \_\_\_\_\_

Copies to: Grievant - Association - Supervisor

## **APPENDIX B**

### **TEACHER SALARY SCHEDULES**

Section 1012.22(1), *Florida Statutes*, requires two salary schedules for paying teachers beginning in 2015-2016. Teachers who hold and choose to retain their Continuing Contract (CC) or their Professional Service Contract (PSC) (both CC and PSC contracts statutorily require due process for a teacher prior to termination) are required to be placed on a “Grandfathered Salary Schedule” and are denied access to “merit pay.”

All other teachers, regardless of their date of hire, are statutorily required to be placed on a “Performance Salary Schedule” which includes “merit pay.” Florida Statutes allow any teacher on the “Performance Salary Schedule” to have their employment terminated for no reason at the end of any year. CC and PSC teachers who choose to be paid on the “Performance Salary Schedule” are required to permanently relinquish their due process rights to continuing employment and become Annual Contract teachers.

## APPENDIX B – TEACHER SALARY SCHEDULES cont.

### TEACHER GRANDFATHERED SALARY SCHEDULE (196 days) (Statutorily mandated for teachers with a Professional Service or Continuing Contract)

**\*This schedule includes Teacher Network Managers  
who will remain on the Grandfathered Schedule.**

**Years of Experience 0-8 are only available to Network Managers.**

<b>Years of Experience prior to 2018-2019</b>	<b>Bachelor's Degree</b>	<b>Master's Degree</b>	<b>Specialist Degree</b>	<b>Doctorate Degree</b>
0*	\$ 41,572	\$ 43,753	\$ 44,471	\$ 44,792
1*	\$ 41,871	\$ 44,052	\$ 44,770	\$ 45,091
2*	\$ 42,470	\$ 44,651	\$ 45,369	\$ 45,690
3*	\$ 42,770	\$ 44,951	\$ 45,669	\$ 45,990
4*	\$ 43,070	\$ 45,251	\$ 45,969	\$ 46,290
5*	\$ 43,370	\$ 45,551	\$ 46,269	\$ 46,590
6*	\$ 43,670	\$ 45,851	\$ 46,569	\$ 46,890
7*	\$ 43,970	\$ 46,151	\$ 46,869	\$ 47,190
8*	\$ 44,270	\$ 46,451	\$ 47,169	\$ 47,490
9	\$ 44,870	\$ 47,051	\$ 47,769	\$ 48,090
10	\$ 45,170	\$ 47,351	\$ 48,069	\$ 48,390
11	\$ 46,070	\$ 48,251	\$ 48,969	\$ 49,290
12	\$ 46,370	\$ 48,551	\$ 49,269	\$ 49,590
13	\$ 46,970	\$ 49,151	\$ 49,869	\$ 50,190
14	\$ 47,570	\$ 49,751	\$ 50,469	\$ 50,790
15	\$ 48,170	\$ 50,351	\$ 51,069	\$ 51,390
16	\$ 48,770	\$ 50,951	\$ 51,669	\$ 51,990
17	\$ 49,370	\$ 51,551	\$ 52,269	\$ 52,590
18	\$ 49,970	\$ 52,151	\$ 52,869	\$ 53,190
19	\$ 50,570	\$ 52,751	\$ 53,469	\$ 53,790
20	\$ 51,170	\$ 53,351	\$ 54,069	\$ 54,390
21	\$ 51,770	\$ 53,951	\$ 54,669	\$ 54,990
22	\$ 52,370	\$ 54,551	\$ 55,269	\$ 55,590
23	\$ 52,970	\$ 55,151	\$ 55,869	\$ 56,190
24	\$ 53,570	\$ 55,751	\$ 56,469	\$ 56,790
25	\$ 54,170	\$ 56,351	\$ 57,069	\$ 57,390
26	\$ 55,670	\$ 57,851	\$ 58,569	\$ 58,890
27	\$ 56,870	\$ 59,051	\$ 59,769	\$ 60,090
28	\$ 58,070	\$ 60,251	\$ 60,969	\$ 61,290
29	\$ 60,770	\$ 62,951	\$ 63,669	\$ 63,990
30+	\$ 62,870	\$ 65,051	\$ 65,769	\$ 66,090

## APPENDIX B – TEACHER SALARY SCHEDULES cont.

### TEACHER PERFORMANCE SALARY SCHEDULE INITIAL PLACEMENT MATRIX

This Matrix is only for the initial placement of teachers based upon their credited years of experience on the Teacher Performance Salary Schedule below.

Years of Experience Completed Prior to the Current Year.	Placement Level
0	001
1	003
2	005
3	007
4	009
5	010
6	011
7	012
8	013
9	014
10	015
11	016
12	019
13	021
14	023
15	025
16	027
17	029
18	031
19	033
20	035
21	037
22	039
23	041
24	043
25	045
26	047
27	049
28	051
29	053
30	055
31	057
32	059
33	061

**APPENDIX B – TEACHER SALARY SCHEDULES cont.**

**2018-2019 TEACHER PERFORMANCE SALARY SCHEDULE (196 days)**

(Statutorily mandated for teachers holding or accepting  
Annual Contracts or Probationary Contracts)

<b>Level</b>	<b>Salary</b>
001	\$40,972
004	\$41,872
007	\$42,772
010	\$43,672
013	\$44,572
016	\$45,472
019	\$46,372
022	\$47,272
025	\$48,172
028	\$49,072
031	\$49,972
034	\$50,872
037	\$51,772
040	\$52,672
043	\$53,572
046	\$54,472
049	\$55,372
052	\$56,272
055	\$57,172
058	\$58,072
061	\$58,972
064	\$59,872
067	\$60,772
070	\$61,672
073	\$62,572
076	\$63,472

<b>Level</b>	<b>Salary</b>
002	\$41,272
005	\$42,172
008	\$43,072
011	\$43,972
014	\$44,872
017	\$45,772
020	\$46,672
023	\$47,572
026	\$48,472
029	\$49,372
032	\$50,272
035	\$51,172
038	\$52,072
041	\$52,972
044	\$53,872
047	\$54,772
050	\$55,672
053	\$56,572
056	\$57,472
059	\$58,372
062	\$59,272
065	\$60,172
068	\$61,072
071	\$61,972
074	\$62,872
077	\$63,772

<b>Level</b>	<b>Salary</b>
003	\$41,572
006	\$42,472
009	\$43,372
012	\$44,272
015	\$45,172
018	\$46,072
021	\$46,972
024	\$47,872
027	\$48,772
030	\$49,672
033	\$50,572
036	\$51,472
039	\$52,372
042	\$53,272
045	\$54,172
048	\$55,072
051	\$55,972
054	\$56,872
057	\$57,772
060	\$58,672
063	\$59,572
066	\$60,472
069	\$61,372
072	\$62,272
075	\$63,172
078	\$64,072

## APPENDIX B– TEACHER SALARY SCHEDULES cont.

### ADVANCED DEGREES

For employees paid on the Teacher Salary Schedule, the compensation for a credited Advanced Degree shall be added to their assigned pay level and be a part of their permanent base pay unless earned after June 30, 2011. For all advanced degrees earned after June 30, 2011 and for employees hired after June 30, 2011, the additional compensation for a credited advanced degree will be paid as a supplement. Advanced degree pay is part of an employee's daily rate of pay calculation when employees are contracted for additional days or hours.

**All Master's Degree:** Adds \$2,181 to an employee's salary.

**Specialist Degree:** Adds \$2,899 to an employee's salary.

**Doctorate Degree:** Adds \$3,220 to an employee's salary.

### 2018-2019 PSYCHOLOGIST GRANDFATHERED SALARY SCHEDULE (216-day Work Schedule)

(Statutorily mandated for Psychologists with a Professional Service or Continuing Contract)

Years of Experience 0 is based on Years of Experience 12, Teacher Salary Schedule

Years of Experience as Psychologist Prior to 2018-2019	Annual Salary
8	\$58,795
9	\$59,456
10	\$60,117
11	\$60,779
12	\$61,440
13	\$62,101
14	\$63,754
15	\$65,077
16	\$66,399
17	\$69,375
18+	\$71,689

## APPENDIX B – TEACHER SALARY SCHEDULES cont.

### 2018-2019 PSYCHOLOGIST PERFORMANCE SALARY SCHEDULE INITIAL PLACEMENT MATRIX

This Matrix is only for the initial placement of psychologists on the Psychologist Salary Performance Schedule below.

Years of Experience Completed Prior to the Current Year	Placement Level
0	020
1	022
2	024
3	026
4	028
5	030
6	032
7	034
8	036
9	038
10	040
11	045
12	049
13	053
14	062
15+	069

## APPENDIX B – TEACHER SALARY SCHEDULES cont.

### 2018-2019 PSYCHOLOGIST PERFORMANCE SALARY SCHEDULE (216 days)

(Statutorily mandated for psychologists holding or accepting  
Annual Contracts or Probationary Contracts)

All Levels are based on the equivalent level on the  
Teacher Performance Salary Schedule.

<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>
		020	\$53,837	021	\$54,168
022	\$54,499	023	\$54,829	024	\$55,160
025	\$55,490	026	\$55,821	027	\$56,152
028	\$56,482	029	\$56,813	030	\$57,144
031	\$57,474	032	\$57,805	033	\$58,135
034	\$58,466	035	\$58,797	036	\$59,127
037	\$59,458	038	\$59,788	039	\$60,119
040	\$60,450	041	\$60,780	042	\$61,111
043	\$61,441	044	\$61,772	045	\$62,103
046	\$62,433	047	\$62,764	048	\$63,095
049	\$63,425	050	\$63,756	051	\$64,086
052	\$64,417	053	\$64,748	054	\$65,078
055	\$65,409	056	\$65,739	057	\$66,070
058	\$66,401	059	\$66,731	060	\$67,062
061	\$67,392	062	\$67,723	063	\$68,054
064	\$68,384	065	\$68,715	066	\$69,046
067	\$69,376	068	\$69,707	069	\$70,037
070	\$70,368	071	\$70,699	072	\$71,029
073	\$71,360	074	\$71,690	075	\$72,021
076	\$72,351	077	\$72,681	078	\$73,011

**APPENDIX B – TEACHER SALARY SCHEDULES cont.**

**2018-2019 OCCUPATIONAL THERAPIST AND  
PHYSICAL THERAPIST  
SALARY SCHEDULE (196-day Work Schedule)**

<b>Initial Step</b>	<b>Annual Salary</b>
0	\$46,350
1	\$47,250
2	\$48,150
3	\$49,050
4	\$49,950
5	\$50,850
6	\$51,750
7	\$52,650
8	\$53,550
9	\$54,450
10	\$55,350
11	\$56,250
12	\$57,150
13	\$58,050
14	\$58,950
15	\$59,850
16	\$60,750
17	\$61,650
18	\$62,550
19	\$63,450
20	\$64,350
21	\$65,250
22	\$66,150
23	\$67,050
24	\$67,950
25	\$68,850
26+	\$69,750

## **APPENDIX B – TEACHER SALARY SCHEDULES cont.**

### **NATIONAL BOARD CERTIFICATION**

Teachers with National Board Certification will be guaranteed a supplement from the State. If the State funding of this supplement falls below \$1,000.00 the Board will make up the difference up to a \$1,000.00 maximum. If the State funding is unexpectedly withdrawn or withheld, the parties agree to reopen discussion on this issue.

### **TEACHER OF THE YEAR**

\$15,750.00 will be set aside to reward the Area Finalists, Overall Runner-Up, and the Winner of the Teacher of the Year for their performance.

### **SPEECH/LANGUAGE PATHOLOGIST SUPPLEMENT**

Bachelor of Arts (grandfathered)	
Bachelor Level SLP with permanent DOE certification	\$1,045
Master of Arts	\$262
Master of Arts w/Certificate of Clinical Competency	\$5,227

Speech/Language Pathologists with a Certificate of Clinical Competency are given a supplement from IDEA funds. If IDEA funds are not available for this purpose, the Polk County School Board will make up the difference up to \$1,000 maximum.

### **EXTENDED CONTRACTS**

Employees with extended contracts shall receive 1/196 additional salary for all additional days based on the appropriate 196-day Teacher Salary Schedule.

## **APPENDIX C**

### **SUPPLEMENTAL SALARY SCHEDULE**

Supplements will be paid only after all services relative to the supplement are completed. In instances where a checklist is required, supplements will be paid only after satisfactory completion of the checklist items.

Any school using someone other than a teacher to fill any position listed in this Appendix, shall receive only an amount equal to the listed supplements in the Teacher Collective Bargaining Agreement. If additional funding is needed to comply with the federal wage and hour guidelines, the amount will be paid from the school's internal accounts.

All supplements are payment for duties performed beyond the regular workday, except in the case of In-School Suspension Monitors and longevity. In-school suspension teacher/monitor \$1,766.

In the Senior High no one will be paid more than three (3) supplements for student extracurricular activities except by special permission of the Regional Assistant Superintendent.

No person shall be assigned to two (2) or more coaching positions that would require their service during the same time period except when someone is assigned to coach both boys and girls golf or cross country.

Any athletic activity that does not meet the required number of games/matches or participants the supplement will be adjusted by the District Senior Coordinator of Athletics, Physical Education, and Driver Education.

An athletic supplement is for the period of time between the first official day of practice and the time that a coach's team is eliminated in the FHSAA state championship series.

Teachers assigned by the principal/supervisor as the designated mentor for new hires will be paid a supplement of \$362 per assigned teacher (See Teacher Article XIV). (Note: Additional teachers mentoring teachers deemed to be in need of assistance will be paid at the Adult School rate (see Appendix E) for the number of hours agreed upon by the principal and the mentoring teacher.)

## APPENDIX C – SUPPLEMENTAL SALARY SCHEDULE (cont.)

### ATHLETIC COACHING SUPPLEMENTS

	Supplement
Athletic Director (All Class)	\$4,100
Business Manager	1,766

### HEAD COACHES

Head Football (85/15 Payment)	3,974
Head Basketball (Boys/Girls)	2,055
Head Baseball	2,426
Head Softball	2,426
Head Track (Boys/Girls)	2,055
Head Volleyball	2,055
Head Soccer (Boys/Girls)	2,055
Head Lacrosse (Boys/Girls)	2,055
Head Wrestling	2,055
Head Swimming (Boys/Girls)	1,573
Head Competitive Cheerleading (Effective 7/1/2010)	750
Head Spirit Cheerleading - Fall	1,279
Head Spirit Cheerleading - Winter	1,279
Head Golf (Boys/Girls)	1,279
Head Tennis (Boys/Girls)	1,279
Head Cross Country (Boys/Girls)	1,279
Head Weightlifting (Boys/Girls)	1,279

### ASSISTANT HEAD COACHES

Head Assistant Football 85/15 (One per school)	2,563
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### ASSISTANT COACHES

Assistant Football (85/15 Payment)	2,187
Assistant Basketball (Boys/Girls)	1,649
Assistant Track (Boys/Girls)	1,360
Assistant Baseball	1,360
Assistant Softball	1,360
Assistant Volleyball	1,360
Assistant Wrestling	1,259
Assistant Spirit Cheerleading - Fall/Winter	726
Assistant Lacrosse (Boys/Girls)	1,045
Assistant Soccer (Boys/Girls)	1,045

## APPENDIX C – SUPPLEMENTAL SALARY SCHEDULE (cont.)

### JUNIOR VARSITY COACHES

J.V. Basketball (Boys/Girls)	1,045
J.V. Baseball	1,045
J.V. Softball	1,045
J.V. Soccer (Boys/Girls)	1,045
J.V. Spirit Cheerleading - Fall/Winter	726
J.V. Volleyball	1,045
J.V. Wrestling	1,045

### OTHER ATHLETIC SUPPLEMENTS

First Responder/Certified Trainer	1,385
Weight Training	1,492
Intramurals (No Sports)	969
Business Manager	1,766
Gym Coordinator	584
Bowling	1,279

(1) In order for a school to have an Athletic Director, the school must field a minimum of four (4) sports teams each sports season. The Athletic Director may not receive an additional supplement for being head football coach. A person who assumes both the position of Athletic Director and Business Manager may not coach a sport in any capacity. The principal may request permission from the District Senior Coordinator of Athletics, Physical Education, and Driver Education to employ one of the above listed head coaches, with the exception of the head football coach, on a year to year basis. The District Senior Coordinator of Athletics, Physical Education, and Driver Education will evaluate the job performance of both positions before approving for another year.

(2) All schools shall receive seven (7) assistant football coaches (Includes Head Assistant Coach).

(3) All fall varsity head coaches, authorized assistant coaches, band directors and authorized associate/assistant band directors reporting for duty or the first authorized practice shall receive \$51.00 per day provided students are in attendance, for pre-school duty to be included with their supplement payment. This is defined as being before the first day of pre-planning as established in the school calendar.

(4) Orchestra Director - Directors of both Middle and Senior high school programs to receive senior high supplement plus \$218 for middle school because of the two being concurrent. Director of two high school programs to receive current high school supplement plus \$442.

## APPENDIX C – SUPPLEMENTAL SALARY SCHEDULE (cont.)

(5) Choral Director - Choral directors serving both Middle and Senior High Schools and completing the responsibilities for performance-oriented activities should receive the senior high supplement plus \$218 since they are concurrent. Choral directors serving two high school programs should receive the high school supplement plus \$442.

(6) Effective 7/1/2010, Competitive Cheerleading Head Coach - Competitive Cheerleading Head Coaches must compete in a minimum of two (2) competitions in addition to the FHSAA state series events.

### SENIOR HIGH SCHOOL SUPPLEMENTS

Deans	1,766
(4) Band Directors - Marching	2,609
Band Directors - Concert	1,375
Band Directors-Non-Marching Harrison School for the Arts	2,055
Associate Band Director - Marching	1,360
Associate Band Director - Concert	680
Assistant Band Directors - Marching	1,228
Assistant Band Directors - Concert	614
(4) Orchestra Director	2,319
Girls Drill Team Sponsor (3) Fall	589
Girls Drill Team Sponsor (3) Winter	589
Yearbook Sponsor	589
Newspaper Sponsor	401
Drama Director (One act play, requires playbill 1 per year)	401
Drama Director (Main stage production or full musical production requires playbill, one per year)	1,127
Class Coordinator (11-12 grade)	401
(5) Choral Directors	1,507
Student Council Sponsors	771
Academic "A" Team Coach (1 per school)	1,523
Assistant Academic "A" Team Coach (1 per school)	1,015
National Honor Society	1,015
Community Service Coordinator	573
Chairpersons - Grades 9 thru 12 and Vocational Schools	1,015
Administration will designate departments throughout the school to be based on four (4) or more full-time teaching units which will include a chairperson for each department)	

## APPENDIX C – SUPPLEMENTAL SALARY SCHEDULE (cont.)

### OTHER SENIOR HIGH SCHOOL SUPPLEMENTS

District Wide Student Council Sponsor	771
Regional Science & Engineering Fair Coordinator (B.S. Degree - Maximum of 120 hours)	2,081
Regional Science & Engineering Fair Assistant Coordinator (Maximum of 50 hours)	863
Regional Science & Engineering Fair Assistant Coordinator (Maximum of 40 hours)	690
School Coordinator for District Science Fair	508
Head Teacher (away from campus - Alt. Ed, Etc.)	655
Scholastic Chess Team Coach	508
School Wide Shows	155
ESE Learning Center Special Olympics Coach	

	Fall	Spring
Participants 1-10	\$112	\$112
11-20	162	162
21 or more	213	213

Peer Teachers	863
Televised Instruction Facilitator	863
Federal and District Wide Specialist (Teacher Resource Specialist Trainer/TRST)	766
Safe & Drug Free Schools Contact Person	264
Science Labs	508

### MIDDLE SCHOOL SUPPLEMENTS

Middle School Team Leader	761
Band Director (thru Grade 8)	1,548
(5) Choral Directors	807
(4) Orchestra Directors	969
Yearbook Sponsor	401
Academic "A" Team Coach (1 supplement per grade/per school for grades 6 thru 8)	761
Middle School Honor Society (Grades 6 - 8)	761
Drama (One act play, requires playbill, one per year)	173
Drama (Main stage production or full musical production, requires playbill)	573
Math Count (Grades 6, 7 or 8)	761
Middle School Intramural Coordinator	969
School Coordinator for District Science Fair	508
Scholastic Chess Team Coach	508
School Wide Shows	155

## APPENDIX C – SUPPLEMENTAL SALARY SCHEDULE (cont.)

### ELEMENTARY SCHOOL SUPPLEMENTS

Elementary Grade Level Chairperson - Grades PreK - 5 (grade 6 if Elementary) in elementary schools with 4 or more full time units including chairperson), include ESE, (Support Personnel)	761
Academic "E" Team Coach (1 supplement per grade/per school for grades 5 and 6 if Elementary)	761
School Coordinator for District Science Fair	508
Scholastic Chess Team Coach	508
School Wide Shows	155

### HARRISON SCHOOL OF THE ARTS

Theatre - Producer/Coordinator	2,258
Theatre - Acting Coach	2,258
Theatre - Technical Theatre Coach	2,258
Faculty Chairperson	376
Musical Theatre Teacher, Fall	401
Musical Theatre Teacher, Spring	401
Dance Coach (2)	2,258
Chamber Music Coordinator/Staff Accompanist	1,182
Art Gallery Coordinator	1,182

### FINE ARTS SCHOOL SUPPLEMENTS (K-8 Fine Arts Schools)

As grades 6, 7, and 8 are added to Fine Arts Schools, supplements will be paid in a proportionate manner.

Band Director	1,548
Choral Director	969
Strings/Orchestra Director	969
Dance Instructors Coach (2)	807
Staff Accompanist/Music Coordinator	807
Theatre Coach - Acting (Main stage production or full musical production, one per year, requires playbill)	807
Theatre Coach - Technical (Main stage production or full musical production, one per year, requires playbill)	807
Theatre Coach (2) One time, one act play, requires playbill	173

## **APPENDIX C – SUPPLEMENTAL SALARY SCHEDULE (cont.)**

### **VOCATIONAL TEACHER SUPPLEMENTS**

Land Laboratory and FFA	3,141
Family & Consumer Sciences (FCCLA)	1,177
Vocational Club (CECF, DECA, FBLA, FFEA, HOSA, TSA, VICA (Vocational Industrial Clubs of America/SkillsUSA))	1,177
National Vocational-Technical Honor Society/ National Adult Education Honor Society	1,015

## **APPENDIX D**

### **2017-2018 EXTENDED LEARNING/SUMMER SCHOOL/ ADULT EDUCATION/PART TIME CAREER EDUCATION**

#### **TEACHER SALARY SCHEDULE**

<b>Degree</b>	<b>Hourly Rate</b>
Doctorate/Specialist	\$21.00
Master's	19.42
Bachelor's	18.09

## APPENDIX E

### PAY FOR POLK VIRTUAL SCHOOL TEACHERS

Pay per Semester (1/2 credit)

- Bachelor's degree: \$18.09 per hour for 7 hours for each student.
- Master's degree: \$19.42 per hour for 7 hours for each student.
- Specialist/Doctorate degree: \$21.00 per hour for 7 hours for each student.

**For example**, a teacher with a Bachelor's degree with twenty students would earn \$2,533 for the semester: (\$18.09 x 20 students x 7 hours = \$2,533)

#### **Student Withdrawal**

Teachers would be paid \$75.00 if a student withdraws from the class. Withdrawal should take place within the first three weeks of the class. Withdrawal after that time may occur only with permission of the Polk Virtual School Director, however, teachers will be paid the full amount outlined above.

## **APPENDIX F – GROUND RULES**

1. Bargaining proposals, amendments or counter proposals pertaining to the Agreement which the Association or the Board desire to be negotiated shall be submitted in writing by each party.
2. The Superintendent or his representative, and the bargaining agent, or its representative, shall meet at reasonable times for the purpose of negotiating and seeking agreement. All sessions shall commence at the agreed upon time.
3. The most recent Collective Bargaining Agreement, as amended, will be used by both parties as a point of reference for deletions, amendments and all other changes.
4. Throughout negotiations, all tentative agreements shall be signed by a representative designated by each party. By mutual agreement a tentative agreement may be reopened for negotiation.
5. Only members of the respective teams are allowed to speak during the sessions. An exception shall occur only when the Board and/or the Association informs the other party prior to the meeting in which their consultant shall speak. The expense of such consultants shall be borne by the party requesting them.
6. Questions from observers shall be allowed only at the end of each session. Neither party will tolerate any harassment from observers during sessions.
7. Bargaining meetings shall be scheduled as frequently as necessary to expedite arriving at total agreement on items under consideration. The representatives of both parties shall conduct negotiations professionally and in good faith. Both parties agree to submit to mediation prior to declaring impasse.
8. The Association and the Superintendent will determine the formula and method to be used in costing out salary and supplementary salary schedules.
9. The negotiations team has a responsibility to look at the interpretation of data and apply it appropriately. The Board shall provide release time for the Association's negotiators when both parties agree that it is necessary to conduct sessions during scheduled hours of work.
10. When the negotiating teams reach tentative agreement on all items under negotiations, the proposed and tentative agreement shall be written and submitted to the Board and the Association for ratification with a favorable recommendation from the negotiating teams. Upon receipt of notice of ratification by the Association, the Board shall take action on ratification at their next meeting. If both parties ratify the agreement, then the parties shall sign two (2) copies of the final decision (one copy for the Board and one copy for the Association). If either party shall refuse to ratify the agreement reached by the negotiating teams, the party shall make a written statement to the other party as to their reasons. Said notification shall result in prompt resumption of negotiations, which lead to settlement or impasse procedures.
11. Proposals remain on the action item agenda to be addressed at the next bargaining session until tentatively agreed upon or mutually dropped.
12. All three teams will meet together to discuss salary and insurance issues.
13. The opportunity for all to speak freely and honestly about any issue; to ask questions freely and openly; to make a conscious effort to be employee and system-oriented, directed toward constancy of purpose; to encourage each other; using effective criticism and offering praise for the courage to try; to keep a positive outlook, maintaining high expectations; and to provide patience and consideration to each team member.
14. All decisions on bargaining agenda items will be decided upon only in bargaining team meetings.

## **APPENDIX G**

### **SICK LEAVE BUY BACK**

Any teacher with thirty (30) or more sick leave days accrued at the end of the 2009-2010 school year and who notifies the District in writing by May 1, 2010 on the appropriate form may cash in any or all sick days over a minimum accrual of four (4) days earned but not used during the 2010-2011 school year. For example, a teacher who is eligible and has a balance of ten (10) sick days at the end of the 2010-2011 school year may choose to cash in one or more of the six (6) days over the four (4) day minimum accrual. Payment will be made at the beginning of the 2011-2012 school year and will be calculated on a daily rate pursuant to section 22.12 of this collective bargaining agreement. This provision is for the 2010-2011 school year only.

## **APPENDIX H**

### **JROTC ACQUIRING PROFESSIONAL SERVICE CONTRACT**

Agreement to adopt the proposed Certification Requirements for ROTC Instructors. This procedure will allow ROTC Instructors a method for acquiring a District Professional Certificate. Certification for ROTC will be voluntary. Instructors who choose not to certify will remain on Annual Contract. Those who meet the requirements for the District Professional Certificate may be recommended for a Professional Service Contract. Effective date of this provision is the 2001-2002 school year.

To assure that Polk County School's certification of ROTC meets the intent and purpose defined by the legislature, the following are proposed for issuance of the District Professional Certificate with the ROTC coverage.

- 1.) Completion of an application for District Certification to include a fee for processing.
- 2.) To assure the teacher possesses the appropriate skills in reading, writing, and mathematics, a passing score on all four parts of the General Knowledge test will be required.
- 3.) The criteria established in statute for employment of instructor of Junior Reserve Officer Training, §1012.55(4) will assure the instructor possesses the appropriate skills in pedagogical knowledge and subject matter competence.
- 4.) Beginning July 1, 2002, new ROTC instructors will be required to demonstrate Professional Education Competencies to assure an acceptable level of professional performance.
- 5.) Three years of successful teaching in an ROTC program.
- 6.) To assure the teacher possesses the appropriate technological skills, a 3 semester hour course in technology must be completed.

#### **Renewal**

To renew the five-year District Professional Certificate, a total of six semester hours or 120 in-service points earned during the validity period of the certificate to be renewed will be required. The renewal will require completion of an application and fee.

Certification for ROTC instructors will be voluntary. Instructors who choose not to certify will remain on Annual Contract. Those who meet the requirements for the District Professional Certificate may be recommended for Professional Service Contract.

## APPENDIX I

### OCCUPATIONAL THERAPISTS AND PHYSICAL THERAPISTS

Occupational Therapists (OTs) and Physical Therapists (PTs) have some unique circumstances which differ from other members of the bargaining unit. This Appendix addresses these unique circumstances for OTs and PTs only. All sections of this Collective Bargaining Agreement (CBA) apply to OTs and PTs unless in conflict and specifically addressed in this Appendix.

1. Sick leave used for personal reasons may be used immediately before or after a holiday.
2. Sick leave may be used in increments of one hour units.
3. The work week for OTs and PTs is forty (40) hours per week. OTs and PTs will develop their own schedules to best meet the needs of their assigned caseload. Time and attendance will be documented through their time sheets. Flexible scheduling of time with no split shifts shall be allowed. Flexible scheduling may be utilized to accommodate meetings and medical appointments. If a conflict or discrepancy occurs with a student or school schedule, the principal or designee, in collaboration with all parties involved, will meet and resolve the issue.
4. The District will maintain access for OTs and PTs to receive Continuing Education Units (CEUs) without charge. Appropriate training for OTs and PTs who need workshops or in-service training hours for maintenance of their license shall be sufficient in quantity for renewal. The District shall provide such training by becoming an approved Florida provider of continuing education for OTs and PTs, or, shall partner with an approved continuing education provider which shall offer appropriate content to OTs and PTs without cost, or, shall reimburse OTs and PTs for the cost of such training, or, some combination thereof. OTs/PTs shall be allowed to attend the *Working with Experts* trainings at the closest location with no limitation on the number who can attend. If a student has a specific need, alternative coverage will be found.
5. Summer Employment Selection – When OT and/or PT services are offered to students during ESE Summer Extended School Year (ESY), current District employees shall have the right of first refusal. All Polk County District OTs and PTs shall be notified and have five (5) contract days to notify the District of their interest. Only if all District OTs and PTs refuse the additional work may the District use contracted employees. If more District OTs or PTs are interested than there are positions available, the available positions will be filled by a lottery drawing. The lottery shall eliminate the OT or PT that filled the positions the previous summer, unless there are not enough internal OTs or PTs to fill the existing positions. The lottery will be witnessed by the PEA President or designee.

## **APPENDIX I (cont.)**

### **OCCUPATIONAL THERAPISTS AND PHYSICAL THERAPISTS**

6. Summer Employment Compensation – An employee selected for ESE Summer Extended School Year shall receive their hourly rate of pay.
7. Evaluation Process – OTs and PTs will be evaluated using the forms and processes approved by the FDOE in April 2014. These forms and processes would remain in place until a new evaluation system is jointly developed with PEA.
8. Initial Placement on Salary Schedule – Current OTs and PTs initial placement on the salary schedule at the beginning of the 2014-2015 school year will be at the Step that is equal to their current salary. If the current salary does not match a step, the employee will be placed at the next highest step. Any raises negotiated for 2014-2015 shall be in addition to this initial placement.
  - a. Any employee who is earning more than the highest step on the salary schedule shall be an outlier and maintain his/her current salary. Any raises negotiated for any years while being an outlier shall be determined separately with a goal of increasing pay while allowing the employee to move closer to being on the salary schedule. The District shall provide a list of all outliers to the Association annually. A mechanism for the placement of employees deemed to be outliers will be discussed as a regular part of the collective bargaining process annually.
9. Licensure – Licensed OTs and PTs whose licensure is based upon a Bachelor's Degree will be treated the same in all respects, including salary, as OTs and PTs whose licensure is based upon a Master's Degree.
10. Experience Credit for New Employees – Newly hired employees may receive credit for up to twenty (20) years of documented work experience as a licensed OT or PT. The newly hired employee shall be moved one (1) step on the salary schedule for each two (2) years of documented full time experience. Credit shall be granted retroactively to the newly hired employee's initial employment date if documentation is provided to the Human Resource Services Division Personnel Department within the first 90 contract days.

## APPENDIX J

### COMMITTEE TO ADDRESS SECONDARY ISSUES AND CONCERNS

The reduction in the State's per pupil funding has caused the District to require secondary teachers to be assigned to regularly teach six out of seven periods in high schools and seven out of eight periods in middle schools. This change in schedules created an additional work load for secondary teachers. The change in the schedule along with implementation of other additional requirements in the secondary schools has caused some concerns and issues to be raised both by teachers and District administrators. The School Board and the Association desire to improve the work life of teachers. We have an express commitment to address these issues and agree to identify and implement practical and workable solutions through the following process:

- Establish an ad hoc subcommittee consisting of sixteen people representative across both the high school and middle school spectrum. Eight members will be appointed by the PEA President and eight will be appointed by the Superintendent. This step will be completed by March 1<sup>st</sup>. The subcommittee shall be tasked with using data to bring focus for identifying and quantifying the concerns and issues of secondary teachers created by teaching the additional period and the implementation of other additional requirements. Committee members should seek practical and workable solutions which provide a better work life for teachers and better serve students.
- The District and the Association agree to jointly hold at least two “town hall” style meetings to solicit input from secondary teachers by March 1, 2010. This initial information will be shared with the subcommittee members and the subcommittee will then develop a plan to collect additional data through surveys, direct solicitations from constituents, and/or requesting additional “town hall” style meetings be held.
- The subcommittee will hold at least two meetings by April 15, 2010 to determine its scope of work and create a timeline for completion to be shared with the bargaining teams. The subcommittee should plan to complete its work no later than August 1, 2010.
- As issues and concerns are identified, the subcommittee will look for flexibility within various requirements and seek alternative ways of meeting the needs of students that will create a change to alleviate the issue or concern. As practical and workable solutions are identified, they will be submitted jointly to the Superintendent and the PEA President for review and determination as to the appropriate subsequent action. One such action could be submission to the bargaining teams as the basis to reach further tentative agreements. If no solution is identified or agreed upon by the subcommittee, the issue or concern will also be forwarded to the Superintendent and the PEA President for further discussion. The Superintendent and the President will meet prior to the start of the 2010-2011 school year to review the work of the subcommittee and determine whether additional work remains to be completed.

The Board and the Association both desire to continue improving the culture of cooperation at both the District level and the school level. Both the Board and the Association are committed that any problems or concerns will be identified and that workable solutions that improve the work life of teachers will be identified and implemented.

## **APPENDIX K**

### **INSTRUCTIONAL ASSISTANCE CONFERENCE GUIDELINES**

1. The Instructional Assistance Conference Form process and form is used by the administrator and teacher in a professional conversation to identify specific areas of concern coupled with suggested action to be taken to assist the teacher in helping students achieve learning gains. The Instructional Assistance Conference is not disciplinary in nature and does not take the place of a Professional Development Plan (PDP) Process.
2. The conference should produce collaborative ideas for suggested actions to assist the teachers who demonstrate satisfactory performance, but who may need assistance in targeted areas. This procedure should not be used with teachers demonstrating unsatisfactory performance.
3. Monitoring is informal; however, an initial meeting and an exit meeting are required.
4. Once strategies are defined, the teacher is provided support personnel who are available to assist in the successful completion of the strategies. One action step will be to name person(s) designated to assist the teacher as needed with items noted on the Instructional Assistance Conference Form.
5. An IAC must be open for a minimum of 30 work days, but no more than 90 work days. If after 90 days the principal chooses to continue the IAC process they must generate a new form.

**APPENDIX K (cont.)**

**INSTRUCTIONAL ASSISTANCE CONFERENCE FORM**

**Polk County School District  
Instructional Assistance Conference Form (IAC)**

Name		School	
SAP		School Year	
Date began		Date to close	
Principal's Signature		Teacher's Signature	

Specific Area(s) of Concern (limit 3 EPCs)	Recommended Action(s) (initial and date when completed)

**Resource Person(s):**

NAME		TITLE	

Exit Meeting Date:	
Principal's Signature Teacher's Signature	

**This Contract is negotiated on your behalf  
by the Polk Education Association**

**POLK EDUCATION ASSOCIATION MEMBERSHIP/PAYROLL DEDUCTION CARD**

I authorize my employer, The Polk County School Board of Polk County, Florida, to deduct the amount indicated and remit same as instructed by the Association. I understand that the deduction amount may change and consent to such change without the necessity of additional authorization. This authorization may be revoked with a thirty (30) day written notice to the Polk Education Association.

PLEASE PRINT

Name: \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_  
(last) (first) (mi)

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Home tel.: (\_\_\_\_) \_\_\_\_\_ Home e-mail address: \_\_\_\_\_

Worksite: \_\_\_\_\_ Para \_\_\_\_\_ Teacher \_\_\_\_\_ Secretary/ESP \_\_\_\_\_

Monthly Deduction Amount: \_\_\_\_ \$54.69 Teacher \_\_\_\_ \$27.75 Para \_\_\_\_ \$27.75 Secretary/ESP

Method of Payment: \_\_\_\_ Payroll Deduction \_\_\_\_ Cash \_\_\_\_\_ D.O.B.: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Local Association Representative: \_\_\_\_\_  
AFT Local Number: 7454 NEA Local Number: Teachers (530), Paras (531), Secretaries (532)

**Send by courier to PEA Office, Route E**

**POLK EDUCATION ASSOCIATION MEMBERSHIP/PAYROLL DEDUCTION CARD**

I authorize my employer, The Polk County School Board of Polk County Florida, to deduct the amount indicated and remit same as instructed by the Association. I understand that the deduction amount may change and consent to such change without the necessity of additional authorization. This authorization may be revoked with a thirty (30) day written notice to the Polk Education Association.

PLEASE PRINT

Name: \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_  
(last) (first) (mi)

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Home tel.: (\_\_\_\_) \_\_\_\_\_ Home e-mail address: \_\_\_\_\_

Worksite: \_\_\_\_\_ Para \_\_\_\_\_ Teacher \_\_\_\_\_ Secretary/ESP \_\_\_\_\_

Monthly Deduction Amount: \_\_\_\_ \$54.69 Teacher \_\_\_\_ \$27.75 Para \_\_\_\_ \$27.75 Secretary/ESP

Method of Payment: \_\_\_\_ Payroll Deduction \_\_\_\_ Cash \_\_\_\_\_ D.O.B.: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Local Association Representative: \_\_\_\_\_  
AFT Local Number: 7454 NEA Local Number: Teachers (530), Paras (531), Secretaries (532)

**Send by courier to PEA Office, Route E**